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

COUNCIL

□ Mayor Bev Smith
□ Vice Mayor Joni Brinkman
□ Mayor Pro Tem Patti Waller
□ Council Member Kim Schmitz
□ 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

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

1. **September 27, 2023 Village Council Final Budget Hearing Meeting:** Approval of September 27, 2023, Village Council Final Budget Hearing Meeting Minutes.

Staff: Kimberly Wynn, Village Clerk

2. **November 9, 2023, Village Council Regular Meeting Minutes:** Motion for the Approval of November 9, 2023, Village Council Regular Meeting Minutes.
   Staff: Kimberly Wynn, Village Clerk

3. **Approve Agreement With MaintStar, Inc. For Electronic Plan Review Software, Hosting and Support - Planning, Zoning & Building Department (PZB) (FY 2024 Budget Funded) - MaintStar, Inc.:** Approve an agreement in the amount not to exceed $39,000 to MaintStar Inc. for additional software licenses, hosting and support services for Electronic Plan Review (EPR) Software to be added to the land management system for the Planning, Zoning, & Building Department. Funding to support the MaintStar Electronic Plan Review module is within the FY2024 Planning, Zoning, & Building Department.
   Staff: Iramis Cabrera, PZB Director

4. **Work Authorization No. 6 - Piggyback - Roadway Asphalt Milling & Resurfacing - Public Works Department (FY 23/24 Budget Funded) - Ranger Construction Industries, Inc.:** Approve Work Authorization No. 6 with Ranger Construction Industries, Inc., in the amount of $161,711.93 for milling and resurfacing five (5) roadways within the Village. Funding to support Work Authorization No. 6 is available within the FY 2024 - General Fund.
   Staff: Timothy Crespo, Assistant Public Works Director

5. **Authorize Installation of Fiber Optic Lines - Utilities & Public Works Departments (FY 2024 American Rescue Plan Act (ARPA) Funded) - Palm Beach County:** Approve a best-interest prepared by Palm Beach County's contractor, Precision Contracting Services Inc., installation of fiber optic lines and acceptance of Palm Beach County's price of $131,410.00. Installation will take place at the R.L. Pratt Water Treatment Plant and the 2400 Kirk Road building. The project will be funded through ARPA funds.
   Staff: Paul Ward, Assistant Director of Utilities

6. **Equipment Purchase - Cooperative Purchase - Envirosight LLC - Utilities Department (FY 2024 Budget Funded):** Approve a cooperative purchase from Envirosight LLC. for $343,071.21 for a camera truck to perform visual inspections of sewer and storm pipelines for the Utilities Department. Funds to support this proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
   Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

7. **Authorize Monitoring System and Valve Purchase - Single Source Purchase - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - AirVac:** Approve purchase from AirVac as a single-source, in the amount of $1,423,936.88 for a monitoring system and replacement valves for the Village's

three (3) Vacuum Sewer Stations. The funds to support this project are available with the FY 2024 Budget Funded - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

8. **Purchase Agreement for Submersible Pumps - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Approve a purchase agreement from PSI Technologies, Inc. for twelve (12) submersible pumps. The current 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

9. **Change Order #4 (WA# EE-U01.4) - Vacuum Station No. 1 Improvements (Task Order # 240) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - CHA Consulting, Inc. f/k/a Eckler Engineering, Inc.:** Approve Change Order #4 (WA #EEE-U01.4) with CHA Consulting to amend Task Order #240 for $13,168.00 for additional engineering services to address defective work by Hinterland Group for work related to the Vacuum Station No. 1 Improvements Project. Funding to support Change Order #4 is available within the FY2024 Water & Sewer Enterprise Fund.

   Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

10. **Change Order #4 - Vacuum Station No. 1 Improvements (Task Order # 240) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, LLC:** Approve Change Order No. 4 (Task Order No. 240) - Vacuum Station No. 1 to extend the project completion date an additional 112 calendar days (total current contract time from 752 days to 864 days), and to increase the contract amount by $71,488.

    Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

11. **Work Authorization No. SAK-U04 Trenchless Rehabilitation Services (Sewer Lining) (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC.** Approve Work Authorization No. SAK-U04 with SAK Construction, LLC for the amount of $279,839.00 for sewer lining and manhole rehabilitation for the Village's utility system. Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

    Staff: Paul Ward, Assistant Director of Utilities

12. **Approve Quicklime Purchase Agreement - Cooperative Purchase Agreement - Utilities Department (FY 2024 Budget Funded) - Lhoist North America of Alabama, LLC.:** Approve a Purchase Agreement with Lhoist North America of Alabama, LLC., by the City of Tamarac, the Lead Agency for the Co-op, for the purchase of quicklime. Funding is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

13. **Vehicle Purchases - Cooperative Purchases - Utilities Department (FY 2024 Budget Funded):** Approve the purchase of three (3) Ford F-250 3/4 ton trucks with utility beds and two (2) Ford Mavericks for the Utilities Department utilizing the Florida Sheriff's Association (Bid FSA23-VEH 31.0 - October 1, 2023) for $239,013.21. Funds to support this proposed vehicle purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
    Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

14. **Vehicle Purchase - Piggyback Purchase - Utilities Department (FY 2024 Budget Funded):** Approve the purchase of one (1) Ford Escape for the Utilities Department utilizing the Bradford County Sheriff's Office (Bid BCSO 22-27-1.0 - September 12, 2022) for $31,288.81. Funds to support this proposed vehicle purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
    Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

15. **Change Order #1 - Pratt WTP Generator Replacement (Task Order #296) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - All Florida Contracting Services, LLC:** Approve Task Order No. 296 with All Florida Contracting Services, LLC for RL Pratt Water Treatment Plant Generator Replacement. A notice to proceed was issued on October 5, 2022, with a contract time of 210 days to substantial completion and 240 days to final completion.
    Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

REGULAR AGENDA

16. **Contract Agreement for Solid Waste and Recycling Collection Services - Public Works Department - Fiscal Year 2024 Budget - Sanitation & Recycling Fund - Waste Pro:** Motion to approve staff's recommendation to enter into a contract agreement with Waste Pro for a negotiated amount of $1,726,946.00 for a period of five (5) years, with an option to renew an additional three-year term for collection of Solid Waste and Recycling Services throughout the Village. Funding is available within the FY 24 Budget-Sanitation & Recycling Fund.

Motion	Second	Vote

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

17. ***(Quasi-Judicial Hearing)*** **Resolution No. 2023-52 - Commercial Planned Development Master Site Plan (SPR23-10) - Village Collection of Palm Springs - Northwest corner of 10th Avenue North & South Florida Mango Road:** Motion to recommend approval to the Village Council for a Master Commercial Planned Development Site Plan (SPR23-10) to allow the redevelopment of the site to accommodate three (3) separate development projects on the portion of the property west of the Chase Bank building at the northwest corner of 10th Avenue North and South Florida Mango Road.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

18. ***(Quasi-Judicial Hearing)*** **Resolution No. 2023-53 - Site Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) - Chick Fil A - 2625 10th Avenue North (Tract 2):** Motion to recommend approval to the Village Council for a Site Development Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) approval to allow the construction of a 6,111 square foot restaurant building within the Commercial General property located at 2625 10th Avenue North.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

19. ***(Quasi-Judicial Hearing)*** **Resolution No. 2023-54 - Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) - Chipotle - 2665 10th Avenue North (Tract 3):** Motion to recommend approval to the Village Council for a Site Development Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) approval to allow the construction of 2,454 square foot restaurant building with outdoor seating area within the Commercial General property located at 2665 10th Avenue North.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

20. ***(Second Reading)*** **Ordinance No. 2023-11 - Village Code Amendment - Chapter 34 - Land Development - Article VI - "Land Use" - Division 6 "District**

Regulations" and Division 8 "Off-Street Parking and Loading": Approve Ordinance No. 2023-11 amending Chapter 34, “Land Development”, Article VI, “Land Use” to clarify that hotel/motels are permitted special exception uses in the Commercial General and Division 8 “Off-Street Parking”, to set forth minimum parking requirements for hotel/motels.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

21. ***(First Reading)*** **Ordinance No. 2024-01 - Village Code Amendment - Chapter 74 - Traffic and Vehicles:** Motion to recommend Approval to the Village Council of Ordinance No. 2024-01, to amend the Village Code of Ordinances Chapter 74, “Traffic and Vehicles”, by adding Article IV “Truck Routes”, to established approved truck routes in the Village's Municipal Boundaries; authorizing the Village Manager to install trucking signs; and, authorizing penalties for violations.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote

22. ***(First Reading)*** **Ordinance No. 2024-02 - Moratorium on Qualifying Developments Under the Live Local Act:** Motion to recommend approval to the Village Council of Ordinance No. 2024-01 establishing a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed developments authorized under Florida Statute Section 166.04151(7) within the Village of Palm Springs’ Municipal Boundaries; establishing procedures for early termination and extension of this moratorium; and providing for repeal of conflicting ordinances, severability, and an effective date.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, JANUARY 11, 2024 AT 6:30 PM

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

Name: Ashley Saingilus, 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

MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
SEPTEMBER 27, 2023 AT 6:30 PM

CALL TO ORDER:
Mayor Smith called the Village Council Regular Meeting to order at 6:32 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE
The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA
Village Manager Bornstein noted there was a change to the caption in Item #2, Approve Land Management System Software Agreement - 2nd Amendment - Project Schedule Extension - MaintStar, Inc., to reflect the date of completion to December 2023 . Vice-Mayor Brinkman requested that Item #4 be moved to the Regular Agenda for further discussion as Item #7A. Lastly, Item #11, Resolution No. 2023-49 Budget Transfer - FY 2023 Budget Transfer from Parks and Recreation to Special Events was added to the Public Hearings Agenda as an Addendum.

CONSENT AGENDA
1. **Approval of Agenda Minutes - August 17, 2023: Motion for the approval of the August 17, 2023 Village Council Regular Meeting Minutes**
   Staff: Kimberly Wynn, Village Clerk

2. **Approve Land Management System Software Agreement - 2nd Amendment - Project Schedule Extension - MaintStar, Inc.:** Motion to approve Second Amendment - Project Schedule Extension - MaintStar, Inc. to authorize the modified Project Schedule extension to December 2023. On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc., to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. On October 6, 2022, the Village Council approved the First Amendment to extend the project completion to December 2022. The initial payment of $45,000 was implemented within 30 days of executing the agreement. The remaining funding of $88,500 to complete this project will be paid in two parts since 75% of the project is complete; $73,000.00 will be paid by the end of FY 2023 and the remaining amount, $15,500.00, will be paid in FY 2024 upon the successful implementation of the project.
   Staff: Iramis Cabrera, PZB Director

SUMMARY: On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc. to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. The software purchase/implementation required an initial payment of $45,000 within 30 days of executing the agreement. Thus, this project was expected to roll over into the fiscal year (FY 2022), and the remaining funding of $88,500 to complete this project was to be paid during FY 2022.

On October 6, 2022, the First Amendment was approved to extend the completion date to December 2022.The Planning, Zoning & Building, and Information Technology (IT) Departments have been working with the MaintStar team since October 2021, but due to the lack of access to the Tyler- Munis database and the Village being short-staffed, the project has had significant delays for almost two (2) years.

As a result, the Village Council is requested to authorize the Second Amendment to a standard agreement for specialized professional services between the Village and MaintStar to modify the Project Schedule extending the implementation process from December 2022 to the end of December 2023. The remaining funding of $88,500 to complete this project will be paid in two parts since 75% of the project is complete; $73,000.00 will be paid by the end of FY23, and the remaining amount, $15,500, will be paid in FY24 upon the successful implementation of the project.

Fiscal Impact: Funding to support the proposed purchase and implementation of the Maintstar software is within FY 2021 - FY 2023.

3. **Approve Professional Services - 1st Amendment - Project Schedule Extension - Vision, Comprehensive Plan, and LDR Revisions - Bonnie C. Landry and Associates, P.A.:** Motion for approval of the 1st Amendment to the Professional Services Agreement with Bonnie Landry and Associates, P.A., for Vision, Comprehensive Plan and Land Development Regulation Revisions to modify the Project Schedule extending the completion to the end of January 2025. Funding to support the proposed services is available within the FY 2023 Budget - General Fund - Planning, Zoning, and Building.
   Staff: Iramis Cabrera, PZB Director

   SUMMARY: On November 10, 2022, the Village Council approved entering into contract negotiations with Bonnie C. Landry and Associates to manage and perform a full and complete revision of the Village's Comprehensive Plan, leading the vision process and managing related modifications to the Land Development Regulations. As a result, an agreement was signed on January 2, 2023.

   According to the contract timeline, the policy updates were scheduled to begin in March. The amended timeline shows this project's new start date in September.

The 6-month delay was to accommodate the potential for grant funding for the project. The funding source, the State's Community Planning Technical Assistance Grant (CPTA), grant cycle typically opens in March/ April with grant awards announced in May, and projects begin on or after July 1 to coincide with the States fiscal year.

This year, the grant cycle did not kick off until mid-June and projects selected for funding were not announced until late August. Because this grant typically does not reimburse funds expended prior to the grant agreement, the project was postponed so as not to jeopardize the potential to be reimbursed. Unfortunately, the project was not selected for state funding.

As a result, the Village Council is requested to authorize the First amendment to the Agreement for Professional Services between the Village and Bonnie C. Landry and Associates, P.A. for Vision, Comprehensive Plan and Land Development Regulation Revisions to modify the Project Schedule extending the completion to the end of January 2025.

Fiscal Impact: Funding to support the proposed services is available within FY 2023 Budget - General Fund – PZB

4. **MOVED TO PUBLIC HEARINGS AS ITEM 7A.**

5. **Appointment to the Police Officer's Pension Board of Trustees:** Motion to approve reappointment of Mr. Donald Bell as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for a term that ends September 30, 2025.
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: Staff requests that the Village Council reappoint one member to the Police Officer's Pension Board of Trustees. The term for Mr. Donald Bell will expire on September 30, 2023. No other applications were received.

   Mr. Bell has submitted an application indicating his interest in remaining on the Board. Therefore, the staff recommended the reappointment of Mr. Bell to the Police Officer's Pension Board of Trustees as a Resident Member for a two-year term that expires September 30, 2025.

   If the reappointment is approved, there will be no vacancies on the Police Officer's Pension Board of Trustees.

   Fiscal Impact: The proposed appointments do not have a fiscal impact on the Village.

End of Consent Agenda....

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

Mayor Pro Tem Waller made a motion to approve the Consent Agenda and it was seconded by Council Member Ready. The said motion carried 4-0.

PRESENTATIONS

6. **National Hispanic Heritage Month Proclamation**
   Staff: Jossie Maliska, Director of Library Services

   Mayor Smith read the proclamation into the record. Ms. Jossie Maliska was present to accept the proclamation, and she gave comments. Ms. Maliska thanked the staff and explained that this was a big event turnout. There were approximately 1,000 residents in attendance. Mayor Smith talked about the educational component of Hispanic Heritage Month. Also present was Ms. Karen Gebo, the Children's Librarian.

7. **Proclamation Recognizing Palm Springs Middle School Boys and Girls Basketball Teams**
   Staff: Kimberly Wynn, Village Clerk

   Mayor Smith read the proclamation into the record. She congratulated the team and announced that she and the Village Manager would attend an event at the school and have a pizza party.

REGULAR AGENDA

None

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to comment on the agenda. There were no comments.

PUBLIC HEARINGS

7A. **Approval of an Agreement with Faith Presbyterian:** Motion for the approval of an Agreement with Faith Presbyterian Church to permit the Village temporary use of premises.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The upcoming Police Department building project will necessitate closing the Cypress Lane entrance and the west parking lot. This configuration will be in place for the duration of the construction, negatively impacting response times for the north and northeast quadrants of the Village. The closure also eliminates 50 parking spaces for police staff that would have to be replaced within the limited parking spaces at the Village Commons complex. The staff has been working with the neighboring Faith Presbyterian Church to address a direct route to Alemeda Road for emergency calls and staff parking. The local church and the Tropical Florida Presbyterian (Regional Presbyterian Entity) have received a Construction Easement Agreement to facilitate Emergency Vehicle access and staff parking needs. The Presbyterian meeting is on September 27th.

If the Presbyterian and the Village approve, an access drive between Cypress Lane and the church parking lot will be created. The Village will install appropriate signage striping and indemnify the church against any resulting issues that may arise from this use.

Vice-Mayor Brinkman spoke on this item. She stated that she requested this item get moved from the Consent Agenda because she was under the impression that Council would receive an agreement from Faith Presbyterian Church before the meeting. The Council did not receive an agreement, so from a legal standpoint, she wanted to know if the Council did not have anything to review, could the Council move forward with approving this item. Alternatively, can the Council give authority to the Village Manager (assuming the Village Manager has reviewed the agreement).

At this point, Village Manager Bornstein stated albeit the agreement was not included with the packet due to an oversight, it was crafted by the Village Attorney's Office. He intended to include it on the agenda. Vice-Mayor Brinkman wanted to know the next step to move forward with an agreement. Village Attorney Torcivia and Village Manager Bornstein discussed the details of the agreement like the recommended signage, ingress and egress.

Vice-Mayor Brinkman asked if Village Manager Bornstein can sign the agreement and bring it back at the next (Council) meeting on October 12, 2023.

8. ***(Second Reading)*** **Ordinance No. 2023-09 - Establish FY 23-24 Millage Rates - Operating & Debt Service:** Motion to approve Ordinance No. 2023-09 on Final 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; the total taxable value within for the Village debt service is

$1,906,567,750, based on this valuation the Village's debt service millage rate is proposed at $0.2319 mills.
Staff: Kimberly Wynn, Village Clerk

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) are 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.

The proposed FY 2024 millage rate ordinance will be presented to the Village Council for consideration at the 2nd and final reading on Wednesday, September 27, 2023, Council meeting.

Note: Following first reading, Ordinance No. 2023-09 will be publicly noticed as required by State Statutes. The staff will submit the required Form DR-420 -

Certification of Taxable Value and the Form DR- 420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

Fiscal Impact: Establishes the final operating millage rate, debt service millage rate and millage rate for the Palm Springs CRA for the proposed budget for the fiscal year 2023-2024.

The Village Clerk, Ms. Wynn, read the statement of advertisement in the record. Mayor Smith called for public comments and further discussion. There was none. Mayor Smith read the required budget caption into the record. Village Attorney Torcivia read the title of the caption in the record.

Vice-Mayor Brinkman made a motion to approve Ordinance No. 2023-09 and it was seconded by Council Member Ready. The said motion carried 4-0.

9. ***(Second 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 Second and Final Reading.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs of $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 was advertised in the Palm Beach Post on September 24, 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.

The Council will consider Ordinance No. 2023-10, adopting the Final Budget at the Final Hearing on September 27, 2023.

Fiscal Impact: The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

The Village Clerk, Ms. Wynn, read the statement of advertisement in the record. Ordinance No. 2023-10 was advertised in the Palm Beach Post on September 24, 2023. Mayor Smith offered the public and Council an opportunity for further discussion. There was none.

Council Member Ready made a motion to approve Ordinance No. 2023-10 and it was seconded by Vice-Mayor Brinkman. The said motion carried 4-0.

10. ***(Quasi-Judicial Hearing)*** **Resolution No. 2023-48 Site Plan Amendment (SPR23-09) and Special Exception Use (PSSE23-04) - St. Peter Coptic Orthodox Church - 3405 Forest Hill Boulevard**: Motion to approve Resolution No. 2023-48, an application submitted by Land Research Management, Inc., agent for St. Peter Coptic Orthodox Church (Owner), for a Site Plan Amendment (SPR23-09) and Special Exception (PSSE23-04), requiring an expansion of the existing building, including construction of a 11,478 square foot sanctuary in addition to the existing building, totaling 31,287 square feet of commercial general property at 3405 Forest Hill Boulevard.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Land Research Management, Inc. (Applicant), agent for St. Peter Coptic Orthodox Church (Owner), requests approval of a Site Plan Amendment (SPR23-09) and Special Exception Use (PSSE23-04) to allow an expansion of the existing building with the construction of an 11,478 square feet sanctuary in addition to the existing building for a total of 31,287 square feet of the Commercial General (CG) property located at 3405 Forest Hill Boulevard.

The property was annexed into the Village of Palm Springs on August 12, 2004, and designated by the Commercial General zoning district and Commercial Future Land Use.

The existing 25,681 sq. ft. house of worship is proposed to be expanded and renovated to accommodate a new sanctuary and the needs of the congregation in

terms of interior offices and classrooms for religious education and meetings. The applicant is proposing to demolish 4,872 square feet of the existing building and construct a new 11,478 sq. ft. sanctuary building in its place for a total of 32,287 sq. ft. (net increase of 6,606 sq. ft.). Estimated construction costs are anticipated to be $4 million.

In addition to the proposed expansion, the driveway connection to Forest Hill Boulevard is being moved further east to provide for additional vehicular stacking and improve the internal traffic circulation.

As part of the proposed Site Plan Amendment, the applicant requested a variance, which the Planning and Zoning Advisory Board approved during their regular meeting on September 12, 2023:

1) PSV23-10 - A variance relief from Section 34-1329 (2) (a) to allow a total of 181 parking stalls where 189 parking spaces are required.

Additionally, the applicant requests separate consideration from the Village's Council for the building height allowance.

According to Sec. 34-824 (a)(1) - Churches and houses of worship shall not be subject to the height restrictions of the CG district. Still, the height of such structures shall be subject to determination during the Site Plan approval process at the discretion of the Village Council.

The applicant proposes:

Structure	**Height**
Existing building	15’4”
Dome at the entry door	19’5”
New building	47’
Bell Tower	80’
Note: The maximum height permitted within the Commercial General district is 45’.	

The Planning, Zoning, and Building staff do not object to the proposed Site Plan Amendment, Special Exception Use, and Variance requested and recommend conditional approval to facilitate the redevelopment of the property.

Resolution No. 2023-48 was advertised in the Lake Worth Herald on August 31, 2023.

Fiscal Impact: The proposed redevelopment will enhance the area, although as a non-profit, it will not affect the Village's assessed property valuation.

Mayor Smith asked the Council to disclose their ex parte communication. Mayor Smith announced that she drove by St. Peter Coptic Orthodox Church stated she drove by the church. The applicants were sworn in by the Village Clerk.

Ms. Cabrera gave the staff presentation. She explained that the applicant requests approval of a Site Plan Amendment (SPR23-09) and Special Exception Use PSSE23-04) to allow an expansion of the existing building with the construction of an 11,478 square feet sanctuary in addition to the existing building for a total of 31,287 square feet of the Commercial General (CG) for the property located at 3405 Forest Hill Boulevard.

The agent for the Applicant, Mr. McGinley, gave his presentation. The location was once the old AT&T (more recently People Without Walls Church). He gave background on the location and discussed some of the proposed improvements like enhanced landscaping, improved drainage and updated aesthetics.

Mayor Smith offered the public and Council an opportunity to comment on and discuss Resolution No. 2023-48 further.

Council Member Ready asked about the bus stop in front of the church. He wanted to know if many of the members from the congregation used the bus stop. Vice-Mayor Brinkman asked about the easements. She also wanted to confirm that Palm Beach County Fire Rescue signed their approval for the project. There was in-depth discussion about the elevation and height of the belltower. Ms. Cabrera noted that Palm Beach County School Board is about 70 feet high, but it is set back from the road. Mr. McGinley advised that the bell would not get used, it would be silent.

The Applicants spoke about the elevation in relation to the building. They noted that if the bell were lowered it would take away from the design. The bell is about eight stories high. The dome in the back of the building is about 50 feet tall. The Council ensued in further discussion about the elevation of the belltower. The Council does not think the belltower fits in with the surrounding architecture.

The Council voted to move forward with 70 foot tall belltower. The Applicant also announced there was a plan to resurface the parking lot. Mayor Smith asked if the bus stop matched the building. The Applicant supports the Council's suggestion.

Village Attorney Torcivia read the title of the caption into the record. Mayor Smith gave the public an opportunity to comment on Resolution No. 2023-48. There were no comments.

Mayor Pro Tem Waller made a motion to approve Resolution No. 2023-48 with the recommended changes of 70 foot height for the bell tower and other stipulated

changes in the revised staff report and seconded by Council Member Ready. The said motion carried 4-0.

11. ***(ADDENDUM)*** **Resolution No. 2023-49 Budget Transfer - FY 2023 Budget Transfer from Parks and Recreation to Special Events:** Motion to approve Resolution No. 2023-49 for an amendment adopting a general appropriation budget amendment to Ordinance No. 2022-11, transferring $2,500 from the Parks and Recreation budget for necessary Village operating expenses to the Special Events budget. The transfer is for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Staff requests the Village Council to consider a budget transfer from Parks and Recreation to Special Events to cover increased costs of enhanced Village events. The transfer of $2,500 will reduce the Parks and Recreation budget from $2,755,909 to $2,753,409 and increase the Special Events budget from $125,690 to $128,190.

Fiscal Impact: The budget transfer decreases the Parks and Recreation department budget by $2,500 and increases the Special Events budget by $2,500 and has no impact on the total General Fund budget.

Village Manager Bornstein introduced this item. He stated that a transfer was needed to cover the Christmas events that went over budget.

Council Member Ready made a motion to approve Resolution No. 2023-49 and it was seconded by Vice-Mayor Brinkman. The said motion carried 4-0.

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

The Village Manager recognized the Finance Department for their hard work with preparing the budget. He also reminded residents that the hurricane season is very active. It is important to have a hurricane supply kit prepared.

VILLAGE COUNCIL COMMENTS

The Council discussed the Hispanic Heritage Fest and Read for the Record. They encouraged the staff, especially the police department, to participate. The Council also discussed the beautification and landscaping throughout the Village.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Regular Village Council Meeting at 7:24 p.m.

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 27, 2023**. Which minutes were formally approved and adopted by the Village Council on **December 14, 2023.**

_____
Kimberly M. Wynn, Village Clerk

NEXT REGULAR MEETING:
THURSDAY, OCTOBER 12, 2023
AT 6:30 P.M.

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

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:30 p.m.

ROLL CALL

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

Absent: None

Also Present: Village Attorney Ruth Holmes, Assistant Village Manager Kim Glas-Castro, Village Clerk Kimberly Wynn, Police Chief Thomas Ceccarelli as Sergeant-in-Arms, Director of Planning, Zoning and Building Iramis Cabrera, Utilities Director Jimmie Johnson, Parks and Recreation Director Juan Ruiz, and Public Works Director Timothy Crespo.

INVOCATION

Assistant Village Manager, Mrs. Glas-Castro, led the invocation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Assistant Village Manager, Mrs. Glas-Castro, requested to move Item #4, Temporary Use Permit- Temporary Parking - Oxygen Development - 1451, 1481, and 1487 South Congress Avenue, to the Regular Agenda as Item 10.A.

Mayor Pro Tem Waller made a motion to approve the Consent agenda as amended, and it was seconded by Vice-Mayor Brinkman. The said motion carried 5-0.

CONSENT AGENDA

1. **October 12, 2023, Village Council Regular Meeting Minutes:** Approval of October 12, 2023, Village Council Regular Meeting Minutes
   Staff: Kimberly Wynn, Village Clerk

2. **Equipment Purchase - Cooperative Purchase - Xylem - Utilities Department (FY 2024 Budget Funded):** Approve a Cooperative Agreement with the Sheriff's Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA23-EQU 21.0 – Equipment – October 1, 2023) to purchase two (2) portable Dri-Prime pumps for $130,519.30 from Xylem. Funds to support this proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Staff need to purchase portable dri-prime lift station pumps to support the daily operational utility services and activities that provide for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarded to various vendors (including Xylem Dewatering Solutions, Inc.). During October 2023, the Sheriff's Association & Florida Association of Counties completed a competitive selection process for Equipment (Bid No. FSA23-EQU21.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 Budget, the Village Council approved the purchase of two (2) portable Dri-Prime pumps for $115,000.00. However, the Utilities Department obtained a bid for $130,519.30 from the County Sheriffs' Association and Florida Association of Counties. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional $15,519.30 later.

If approved, the Village would accept Xylem's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2025.

Under Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include but is not limited to joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from this purchasing code's competitive selection purchase requirements. Village purchases that exceed $35,000.00 from cooperative purchasing agreements require Council approval.

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

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

3. **Equipment Purchase - Cooperative Purchase - Everglades Equipment Group - Utilities Department (FY 2024 Budget Funded):** Approve a Cooperative Agreement with Sourcewell Cooperative Purchasing Solutions that was completed through a competitive selection process (RFP #011723 – Heavy Construction Equipment with Related Attachments and Technology – April 5, 2023) to purchase a mini excavator with the thumb attachment from Everglades Equipment Group. Funds to support this proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Staff need to purchase a mini excavator with a thumb attachment to support the daily operational utility services and activities provided for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sourcewell contract awarded to various vendors (including John Deere Shared Services LLC and its local dealers). During April 2023, Sourcewell completed a competitive selection process for Heavy Construction Equipment with Related Attachments and Technology (RFP #011723). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 Budget, the Village Council approved the purchase of one (1) mini excavator with the thumb attachment for $70,000.00. The Utilities Department obtained a bid for $56,577.92 utilizing the Sourcewell contract. It will be necessary to purchase an additional trailer to tow the mini excavator to job sites later.

If approved, the Village would accept Everglades Equipment Group's (our local John Deere dealer) pricing by utilizing the Sourcewell cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on April 14, 2027.

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

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal.

The vendor has previously provided quality products and services to the Village.

Fiscal Impact: Funds to support this proposed equipment purchase are available

within the FY 2024 Budget - Water & Sewer Enterprise Fund.

4. **Temporary Use Permit - Temporary Parking - Oxygen Development - 1451, 1481, and 1487 South Congress Avenue:** Motion to Approve a Temporary Use Permit with Philippe Cohen, owner of Oxygen Holdings LLC, to allow temporary parking until November 9, 2024 at 1451, 1481 and 1487 South Congress Avenue. The proposed request does not have a direct fiscal impact on the Village.
Staff: Iramis Cabrera, PZB Director

SUMMARY: Philippe Cohen, owner of Oxygen Holdings LLC, is requesting a temporary use permit to allow employee parking on the adjacent 2.05-acre vacant grass lots to the north of the manufacturing facility, located at 1525 South Congress Avenue. The proposed off-site parking area will provide an overflow of employee year-round parking on a daily basis while the development of the new warehouse building is being constructed.

The proposed Temporary Use Permit would be for a one (1) year period and would permit up to forty-seven (47) cars to park within the temporary overflow parking area, which is owned by the applicant and designated with Commercial Land Use and Commercial General (CG) Zoning designation.

Access to the overflow parking area will be provided through a driveway on the Oxygen property from South Congress Avenue. A parking issue has developed as a result of the project for the Oxygen Development Expansion that is under construction.

As a result, staff recommend approval of the proposed one (1) year Temporary Use Permit.

Item 9.A. Vice-Mayor Brinkman requested this item to be pulled. Vice-Mayor Brinkman declared a conflict of interest because she is employed by Urban Design Studios, and then recused herself from voting.

Ms. Cabrera presented this item. She stated that the applicant requests a temporary use permit to allow employee parking on the adjacent 2.05-acre vacant grass lots to the north of the manufacturing facility, located at 1525 South Congress Avenue. The proposed off-site parking area would provide an overflow of employee year-round parking on a daily basis while the development of the new warehouse building is being constructed.

Although the applicant only needs the Temporary Use Permit for nine months, Mrs. Cabrera requests one (1) year. This would permit up to forty-seven (47) cars to park within the temporary overflow parking area, which is owned by the applicant and designated with Commercial Land Use and Commercial General (CG) Zoning designation.

Mayor Smith offered the public an opportunity to speak about this item. There

were no comments, and the applicant was not present.

Council Member Ready made a motion to approve the Temporary Use Permit for Oxygen Development, and it was seconded by Council Member Schmitz. The said motion carried 4- 0 (Vice-Mayor Brinkman recused herself).

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

5. **Piggyback Agreement - Haverland AG Innovations for Sports Turf Maintenance Services - Parks and Recreation Department (FY 2024 Budget):** Approve a Piggyback Agreement with Haverland AG Innovations for an amount not to exceed $138,880.56 for Sports Turf Maintenance Services at the Village Hall Athletic Complex. Funding is available within the Parks and Recreation and Other Contractual Services.
Staff: Juan Ruiz, Director of Parks and Recreation

SUMMARY: The Parks and Recreation Department actively manages athletic fields at the Village Complex and strives to maintain the field surfaces at a safe and aesthetically pleasing level. The athletic complex, featuring Bermuda turf fields, is a cherished hub by the community for athletic recreational activities and events. Maintaining these fields to the highest standards is vital for the safety and enjoyment of our residents and program participants.

The Parks and Recreation Department seeks approval to leverage the existing Sports Turf Maintenance Contract of the City of Lake Worth Beach, specifically for Bermuda turf fields. By piggybacking their contract, we gain access to the Contractor's expertise, specialized equipment, and resources, ensuring that our Bermuda turf fields receive the same level of exceptional maintenance.

This approach aligns with our commitment to resource efficiency and guarantees that we provide outstanding athletic and recreational facilities for our community. This presents an opportunity for the Village to raise the bar in terms of field quality while optimizing the Village's use of resources.

Benefits:

1. **Cost Savings:** Piggybacking on an established contract offers potential cost savings, allowing the Village to maintain its athletic fields more economically.

2. **Expertise:** Haverland AG Innovations has a proven track record in Bermuda turf maintenance, contributing to the long-term health and quality of the Village's athletic fields with clients all over the State of Florida.
3. **Consistency:** Standardized, professional maintenance ensures a reliable and safe playing surface for the various user groups.
4. **Community Satisfaction:** High-quality athletic facilities improve community engagement and satisfaction and extend the life of an important asset.

To ensure the highest quality at the most reasonable cost, staff recommend that the Village piggyback off the current City of Lake Worth Beach Contract awarded to Haverland AG Innovations. This selection by the City of Lake Worth Beach was completed through a competitive selection process - Request for Proposals (RFP) No. #23-201, Sports Turf Maintenance Services (RFP No. 23-201 – February 19, 2023).

Through the proposed City of Lake Worth Beach contract, the Parks and Recreation Department was able to obtain a price of $138,880.56 annually, which includes mowing, trimming, edging, irrigation scheduling, fertilization, application of herbicides/pesticides, clay maintenance, sand top dressing, aerification, soil testing, and additional services as necessary.

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 agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, the Public Works Assistant Director, the Public Works Supervisor, and the Finance Director.

Fiscal Impact: Funding is available within the FY24 Parks and Recreation and Other Contractual Services FY 24 General Fund (Other Contractual Services #53400).

6. **Professional Services Agreement - Engenuity Group Inc. - Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136 (Task Order No. 310):** Motion for the approval of an Agreement for Professional Services for $36,000 with Engenuity Group Inc. and Alan Gerwig for Task Order No. 310 for Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136. The funds for this project are in the FY 2024 Budget GL Account #01441-56300.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Public Works Department is requesting approval of Davis Road

Bridge Repair over LWDD Canal L-10 - Project No. 6001.136 for professional services (i.e., bidding services) for Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136 (Task Order No. 310).

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to the Davis Road Bridge Repair over LWDD Canal L-10 project to be completed by Engenuity Group Inc., 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:

Engenuity	Civil Engineering Construction	$ 9,500
Engenuity	Construction Phase Services	$ 4,500
Alan Gerwig	Structural Engineering	$ 13,000
Alan Gerwig	Construction Phase	$ 9,000
	TOTAL	**$ 36,000**

On August 29, 2023, Engenuity Group Inc. submitted a proposal for Professional Services to complete Project No. 6001.136 (Davis Road Bridge Repair over LWDD Canal L-10) Task Order No. 310.

Engenuity Group Inc. will utilize Alan Gerwig & Associates, Inc., as a sub-consultant for the structural component of this project. Both Engenuity Group Inc. and Alan Gerwig & Associates, Inc., are requesting the assignment of this agreement with the Village of Palm Springs.

The proposed work authorization has been prepared by Engenuity Group Inc. 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 in the amount of $36,000 is available within the FY 2024 Budget GL Account #01441-56300.

7. **Approval of an Amended Temporary Construction Easement Agreement with Faith Presbyterian:** Motion for the approval of an amendment to the Temporary Construction Easement Agreement with Faith Presbyterian Church to include a section that allows for a 60-day notification for termination of use of the property located at 275 Alemeda Drive related to the Police Building Expansion Project. There is no fiscal impact on the Village.
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: The Village and Faith Presbyterian approved an access drive between Cypress Lane and the church parking lot being created while the Police Department undergoes expansion. The Village will install appropriate signage striping and indemnify the church against any resulting issues that may arise from this use.

On September 27, 2023, the Council approved a Temporary Construction Agreement with Faith Presbyterian. The original Temporary Construction Easement Agreement terminates twenty-four
(24) months after the effective date or upon completion of the Project, whichever is sooner.

In the amended Temporary Construction Easement agreement, the Village or Faith Presbyterian Church may terminate the Temporary Construction Easement by giving sixty (60) days' written notice to the other party.

End of Consent Agenda....

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

Council Member Ready made a motion to approve the Consent Agenda, and it was seconded by Mayor Pro Tem Waller. The said motion carried 5-0.

PRESENTATIONS

8. **Recognizing World Aids Day Proclamation - December 1, 2023**
Staff: Kimberly Wynn, Village Clerk

Ms. Sancia Constant, Program Coordinator with FoundCare, was present to accept the proclamation. She gave comments and talked about an upcoming event that FoundCare would partner in with Riviera Beach for World Aids Day. Mayor Smith read the proclamation onto the record and presented it to Ms. Constant.

9. **Update on the Parks and Recreation Masterplan:** Parks and Recreation will provide an update on the status of the Parks and Recreation Masterplan.
Staff: Kimberly Wynn, Village Clerk

The Director of Parks and Recreation, Mr. Juan Ruiz, gave an update on the Parks and Recreation and Recreation Masterplan. He used an infographic to show the projected timeline. He entered the timeline into the record. Mr. Ruiz explained that he wanted to schedule a joint workshop session with the Parks and Rec Advisory Board and the Village Council on the fourth Thursday of January or February to further discuss plans and get more input from the public. Mr. Ruiz talked about the overwhelming public support for the Village's acquisition of property. The public supports the acquisition of more property for parks to benefit multi-generational spaces like senior, teen, and toddler centers.

Mayor Smith called for public comment and Council discussion. Council Member Ready talked about the tokens he received at the fall festival and if more options would be available. Mr. Ruiz advised Council Member Ready that the use of tokens and where they can be used is council driven. Mayor Smith asked for an update on the water park in the Village Hall Complex.

Mr. Ruiz gave an update. He stated that construction would resume on Monday, November 13, 2023. He talked briefly about the waterpark concept and the elements that he anticipated. Due to the size of the area and the confined space, no major changes could take place. Vice-Mayor Brinkman talked about the amenities offered and the excitement of a renovated waterpark.

The Council agreed to the recommendation to have a joint workshop with the Parks and Recreation Advisory Board on the last Thursday in January.

Fire Chief Speghalter gave the statistics for the Village during the month of October a breakdown of the statistics 4:38 seconds response time. He stated PBCFR received two new helicopters and partnerships.

At this point, Mayor Smith introduced Chief Craig Speghalter. Chief Speghalter. gave an update on response times, the number of service calls and the type of service calls in the Village. He also updated the Council on hiring trends and new fire equipment. Mayor Smith offered the Council and the public an opportunity to comment. Council Member Ready asked about the number of fentanyl-related incidents. Chief Speghalter. could not confirm the number but offered to get this to the Council at a later date. He stated that there were a significant number of cases in Palm Beach County. Since First Responders use Narcan, the number of deaths has decreased. Mayor Smith asked if there was further discussion of JFK Hospital becoming a trauma center. Chief Speghalter advised there had been extended discussion over the years. BS asked about making JFK a trauma center.

REGULAR AGENDA

10. **Approval of Transportation Planning Agency - Alternate Member Appointment:** Motion to Appoint an Alternate Member to the Transportation Planning Agency Board**.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Transportation Planning Agency (TPA) Board is responsible for transportation planning in Palm Beach County, Florida.

Vice-Mayor Joni Brinkman serves as the Council's appointment to the TPA Board.

Council Member Doug Gunther previously served as an alternate member on the TPA. Due to his resignation, a vacancy was created.

The Council is requested to appoint a council member to serve as the Alternate on the TPA Board.

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

The Village Clerk, Ms. Wynn, presented this item. She stated that with the resignation of Council Member Gunther, there was a need to appoint an alternate member to the Board.

Discussion ensued among the Council.

Vice-Mayor Brinkman appointed Council Member Schmitz as an alternate for the Transportation Planning Agency.

Vice-Mayor Brinkman made a motion to appoint Council Member Schmitz to the TPA Board as an Alternate Member, and it was seconded by Mayor Pro Tem Waller. The said motion carried 5-0.

PUBLIC COMMENT

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

PUBLIC HEARINGS

11. **Resolution No. 2023-51 - Final Plat - Oxygen Development II - 1525 South Congress Avenue:** Motion for the Approval of Resolution No. 2023-51, an application submitted by Marty R.A. Minor from Urban Design Studio for a final plat to re-plat the Oxygen Development II parcels into a unified plat, located generally west of South Congress Avenue, east of Davis Road, and north of Forest Hill Boulevard at 1525 South Congress Avenue. There is no direct fiscal impact on the Village.
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Marty R. A. Minor from Urban Design Studio has filed a final plat to re-plat the Oxygen Development plat as recorded in Plat Book 112, page 179, of Public Records of Palm Beach County, Florida. The applicant is proposing to join eight (8) parcels of land together with the abandoned right-of-way of Dalinda Lane totaling 17.826 acres into a unified plat consistent with the site plan approved by the Village Council (Resolution No. 2023-03 - January 12, 2023).

The Village's Surveyor, Craven Thompson & Associates Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The final plat is consistent with the preliminary plat that was approved by the Village Council (Resolution No. 2023-13 - April 13, 2023). Resolution No. 2023-51, and it was advertised in the Lake Worth Herald on October 26, 2023.

If approved, the final plat will be recorded in the public records of Palm Beach County prior to the issuance of a certificate of occupancy for the new warehouse building.

Vice-Mayor Brinkman declared a conflict of interest and left the dais because the Applicant Agency is her employer.

The Applicant, Mr. Minor was not present for the item. Ms. Cabrera presented this item and entered the staff report into the record. .

Mayor Smith offered the public an opportunity to speak about this item. There were no comments. The Village Attorney, Ms. Holmes, read the title of the caption to the record.

Council Member Ready made a motion to approve Resolution No. 2023-51 and it was seconded by Council Member Schmitz. The said motion carried 4-0 (Vice-Mayor Brinkman recused herself).

Fiscal Impact: There is no direct fiscal impact from the proposed final plat; however, it will assist in facilitating the development of the property.

12. **(First Reading) Ordinance No. 2023-11 - Village Code Amendment - Chapter 34 - Land Development - Article VI - "Land Use" - Division 6 "District Regulations" and Division 8 "Off- Street Parking and Loading":** Motion for approval of Ordinance No. 2023-11 amending Chapter 34, “Land Development”, Article VI, “Land Use” to clarify that hotel/motels are permitted special exception uses in the Commercial General and Division 8 “Off-Street Parking”, to set forth minimum parking requirements for hotel/motels.
Staff: Iramis Cabrera, PZB Director

SUMMARY: In September 2019, the Village Council approved Ordinance 2019-12 to amend the Village Code - Chapter 34 - Article VI "Land Use" to provide supplemental regulations and expand allowances for permitted and special exception uses within the Commercial General (CG) zoning district.

The approved amendment included the addition of hotel/motel uses as a special exception within the CG district. While hotel/motel use was added as a special exception, it is prohibited within the same CG district.

Planning, Zoning, & Building staff request a housekeeping amendment to the Village Code - Chapter 34 - Article VI "Land Use" to delete the hotel/motel uses from the prohibited uses list within the Commercial General district.

Additionally, the staff requests minimum parking requirements for the hotel/motel uses, which the current code doesn't contemplate.

Note: The discrepancies between the Village's Land Development Regulations were noticed during a site plan review for a new proposed hotel on a property located within the CG district.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Village Attorney.

The proposed ordinance will be presented to the Planning & Zoning Advisory Board for their consideration during the regular meeting on November 14, 2023.

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

Ms. Cabrera presented Ordinance No. 2023-11. She explained that Ordinance No. 23-11. The staff requests an amendment to the Village Code - Chapter 34 - Article VI "Land Use" to delete the hotel/motel uses from the prohibited uses list within the Commercial General district.

Additionally, they request minimum parking requirements for hotel/motel use, which are not addressed in the Code. The amendment is consistent with code requirements from other cities.

Mayor Smith offered the public and the Council an opportunity to speak on Ordinance No. 2023-11. There were no comments from the public.

Vice-Mayor Brinkman asked staff to consider an exception if the hotel/motel is used for social meetings and restaurant (i.e., Hampton Inn, Marriot. She also questioned if the Village could limit the stay in hotel/motel establishments. The staff advised that the question was presented to the Village Attorney for further research. They'll try to have an answer before the Final Reading.
The Village Attorney, Ms. Holmes, read the title of the caption into the record.

Vice-Mayor Brinkman made a motion to approve Ordinance No. 2023-11 and it was seconded by Mayor Pro Tem Waller. The said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

There were no comments from the Assistant Village Manager.

VILLAGE COUNCIL COMMENTS

The Council gave their reports. Vice-Mayor Brinkman wants the staff to look at an Art-In-Public Places program. The City of Boynton and Greenacres both participate in the program. She believes there is a benefit for the Village to participate.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:21 p.m.

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 **November 9, 2023**. The minutes were formally approved and adopted by the Village Council on **December 14, 2023.**

Kimberly M. Wynn

Village Clerk

NEXT REGULAR MEETING:
THURSDAY, DECEMBER 14, 2023
AT 6:30 P.M. (FOLLOWING LPA MEETING)

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #3: Agreement with MaintStar, Inc. For Electronic Plan Review (EPR) Software, Hosting, and Support Services.

SUMMARY: On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc. to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. The Planning, Zoning & Building, and Information Technology (IT) Departments have been working with the MaintStar team since October 2021 and the implementation is expected to be successfully completed by December 2023.

The Planning, Zoning & Building Department identified the next step in the modernization of the Village's plan review process was to move to an electronic plan review, which is considered the industry standard. The technology provides for the submittal of digital plans and their subsequent review by the required Departments (including PBC Fire Rescue) in an efficient, time-saving manner. This will dramatically improve the experience for Village patrons (i.e., property owners, developers, contractors, owner-builders, etc.) as well as Village staff. The Village Council approved funding ($39,000.00) in the FY 2024 Budget - General Fund to purchase and install this module.

FISCAL IMPACT:
Funding to support the proposed purchase and implementation of the MaintStar Electronic Plan Review module is within FY 2024.

ATTACHMENTS:
1. VPS MaintStar EPR Signed Agreement
2. Exhibit A - Services, Project Schedule and Cost Proposal - EPR
3. Exhibit B - Software License - EPR
4. Exhibit C - Hosting Agreement - EPR
5. Exhibit D - Support Agreement - EPR

AGREEMENT WITH MAINTSTAR, INC. FOR ELECTRONIC PLAN REVIEW SOFTWARE, HOSTING AND SUPPORT

THIS AGREEMENT (""), is made and entered into this ___ day of _____, 2023, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Maintstar, Inc.,** a corporation authorized to do business in the State of Florida ("Contractor").

WHEREAS, the Village and Contractor previously entered into an agreement pursuant to which the Contractor provided the Village with hosted land management system enterprise software; and

WHEREAS, the Village now desires to purchase from Contractor additional software licenses, hosting and support services for Maintstar EPR Electronic Plan Review Software ("the Services") to be added to the land management system; and

WHEREAS, Contractor has agreed to provide the requested software and services and has provided a cost proposal and project schedule that are acceptable to the Village;

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1 – CONTRACT DOCUMENTS

The Contract Documents shall consist of this Agreement and the following Exhibits, each of which is attached hereto and incorporated herein by reference:

Exhibit "A," Services, Project Schedule and Cost Proposal.
Exhibit "B," Licensing Agreement.
Exhibit "C," Hosting Agreement.
Exhibit "D," Support Agreement.

In the event of any conflict between this Agreement and any of the Exhibits hereto, the terms set forth in this Agreement shall be given precedence.

SECTION 2 -- KEY PROJECT PERSONNEL

Contractor agrees to provide the services of trained and qualified personnel for the full term of this contract. No substitutions will be made without prior written approval by the Village. The Village reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 3 – SUB-CONTRACTORS

Contractor may utilize the services of sub-contractors during the course of this project only upon prior written approval by the Village.

SECTION 4: VILLAGE REPRESENTATION

Thomas Cook, IT Director, or his/her successor or designated representative, shall represent the Village in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the Village. This person shall hereinafter be referred to as the "Village's Representative".

SECTION 5 -- PERFORMANCE SCHEDULE

Both Contractor and the Village recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the contractor and the Village. Accordingly, the Contractor shall complete all of the work described in this agreement in accordance with the project schedule set forth in Exhibit A. Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of god, or failure of village to furnish timely information or to approve or disapprove contractor's work promptly, or delay or faulty performance by village, or governmental agencies.

SECTION 6 -- COMPENSATION TO CONTRACTOR

Compensation to Contractor for software, implementation services, and annual maintenance and licensing shall be made in accordance with Exhibit A. The total compensation shall not exceed $__39,000.00_____ without the Village's written authorization and proper change order.

SECTION 7 –INDEMNIFICATION, SOVEREIGN IMMUNITY

The Contractor shall indemnify, hold harmless and, at the Village's option, defend or pay for an attorney selected by the Village to defend, the Village and its officials, employees, and representatives, against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels, directly or indirectly arising out of or related to any omission or act by the Contractor, its directors, officers, employees, agents, contractors, subcontractors, licensees or representatives, in the performance of this Contract. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 8 – VENUE; ENFORCEMENT COSTS; WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.

SECTION 9 –SURVIVABILITY; PREPARATION; WAIVER

Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 10 – INSURANCE

During the term of this Agreement and any renewals and extensions thereof, the Contractor, at its sole cost and expense, shall procure, maintain, and provide the Village with certificates of insurance as evidence of the insurance required under this Section. Each policy shall apply as primary, include a waiver of subrogation and name the Village as additional insured. The Additional Insured endorsement shall read Village of Palm Springs, including, all Officers, Employees, Elected and Appointed Committees, and Council members are endorsed as an additional insured. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the Village.

(a) Workers' Compensation Insurance – as required by law.
(b) Employer's Liability Insurance - $1,000,000 per occurrence, $1,000,000 for each disease, and $1,000,000 for aggregate disease
(c) Comprehensive General Liability Insurance – with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for Bodily Injury and Property Damage.
(d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.
(e) Cyber Liability with limits of of not less than $1,000,000 per claim.

SECTION 11 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 12 – PUBLIC RECORDS

Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(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 Agreement and following completion of this Agreement if the Auditor does not transfer the records to the Village.

(4) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the service. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION VILLAGE CLERK,

SECTION 13– SCRUTINIZED COMPANIES

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 Village 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.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Contractor 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 Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor 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.

SECTION 14 – E-VERIFY

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;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
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 Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

SECTION 15 – PALM BEACH COUNTY IG

In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By:_____
Beverly Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Glen J. Torcivia, Village Attorney

[signatures continued on next page]

MAINTSTAR, INC.:

By: _____

Print Name: Eric Sabato

Print Title: Vice President of Sales

[CORPORATE SEAL]



EXHIBIT A
Village of Palm Springs - FL

MaintStar Software Licensing – Electronic Plan Review (EPR)				
Line Item	Qty.	Description	Unit Price	Ext. Price
1	1	EPR Enterprise Electronic Plan Review License Fee Five (5) Concurrent users	$ 29,500.00	$ 29,500.00
		TOTAL LICENSING		**$ 29,500.00**

MaintStar Professional Services – Electronic Plan Review (EPR)				
Line Item	Qty.	Description	Unit Price	Ext. Price
1	1	Configuration and Implementation	$ 15,000.00	$ 15,000.00
2	1	On-Line Training– 2 Days (16 Hours Training)	$ 3,000.00	$ 3,000.00
		Discount		$ (15,000.00)
		TOTAL PROFESSIONAL SERVICES – DEPLOYMENT		**$ 3,000.00**

MaintStar Single Annual Recurring Support Services Fee – Electronic Plan Review (EPR)				
Line Item	Qty.	Description	Unit Price	Ext. Price
1		Year 1 Annual Recurring – Hosting, Support, Upgrades	$ 6,500.00	$ 6,500.00
2		Year 2 Annual Recurring – Hosting, Support, Upgrades	$ 6,858.00	$ 6,858.00
3		Year 3 Annual Recurring – Hosting, Support, Upgrades	$ 7,235.00	$ 7,235.00
4		Year 4 Annual Recurring – Hosting, Support, Upgrades	$ 7,633.00	$ 7,633.00
5		Year 5 Annual Recurring – Hosting, Support, Upgrades	$ 8,052.00	$ 8,052.00
		TOTAL FIVE YEARS RECURRING FEE Reflects 5.5% CPI Annual Adjustment		**$ 36,278.00**

MaintStar Payment Milestones				
1		**Milestone 1 - Project Commencement** Licensing		**$ 29,500.00**
2		**Milestone 2 – Project Go Live** Professional Services and First Year Hosting Support		**$ 9,500.00**

EXHIBIT B – LICENSE AGREEMENT

1. Parties

MAINTSTAR	CUSTOMER OR AGENCY
MaintStar, Inc.	Village of Palm Springs
3510 Turtle Creek Blvd., Unit 17B	226 Cypress Lane
Dallas, TX 75219	Village of Palm Springs, FL 33461
Attention: Contracts	Attention: Iramis Cabrera
P: (800) 255-5675	P: (561) 584-8200
F: (949) 458-7626	F: (561) 965-0899
e-mail: sales@maintstar.com	e-mail: icabrera@vpsfl.org

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this LA to MaintStar no later than December 15th, 2023 this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Intellectual Property License

3.1 License The software products ("Software") listed below are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

MaintStar EPR Electronic Plan Review Software

3.1.1 The Software is provided for use only by Customer or Agency employees, contractors or applicants.

3.1.2 Customer may not make any form of derivative work from the Software, although Customer is permitted to customize, develop additional or alternative functionality for the Software using tools and/or techniques enabled by the software or licensed to Customer by MaintStar.

3.1.3 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.4 Customer is liable to MaintStar for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

3.1.5 Customer may use the Software only to process transactions relating to electronic plan review within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.6 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

3.1.7 All rights not expressly granted to Customer are retained by MaintStar.

4. License Warranties

4.1 MaintStar warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, MaintStar may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. MaintStar will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

4.2 MaintStar has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by MaintStar. MaintStar provides no warranty whatsoever for any third-party hardware or software products.

4.3 Except as expressly set forth herein, MaintStar disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

5. Compensation

5.1 License Fees In exchange for the Software described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A.

5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. If Customer is exempt from certain taxes, Customer will provide MaintStar with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6. Confidentiality

6.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 6.4 below;

d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e) information which is subpoenaed by governmental or judicial authority;

f) information subject to disclosure pursuant to a state's public records laws.

6.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

6.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

6.4 Publicity During the term of this LA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer.

These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

7. Other Terms and Conditions

7.1 Dispute Resolution This LA is governed by the laws of the State of Texas. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Dallas County, Texas. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.

7.2 Removal and Destruction of Software Within ten (10) business days following termination of this LA by either Party, Customer will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to MaintStar within fifteen (15) business days following termination of this LA.

7.5 Assignment MaintStar may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. MaintStar may subcontract with qualified third parties to provide portions of the Maintenance Services described herein above.

7.6 Survival The following provisions will survive the termination or expiration of this LA: Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof; and Section 7, and all subsections thereof.

7.7 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.8 Severability and Amendment If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")	Customer or Agency ("The Customer")
By _____	By _____
Printed Eric Sabato	Printed _____
Title Vice President of Sales	Title _____
Date December 1, 2023	Date _____

EXHIBIT C – HOSTING AGREEMENT

1. Parties

MAINTSTAR	CUSTOMER OR AGENCY
MaintStar, Inc. 3510 Turtle Creek Blvd., Unit 17B Dallas, TX 75219 Attention: Contracts P: (800) 255-5678 F: (949) 458-7626 e-mail: sales@maintstar.com	Village of Palm Springs 226 Cypress Lane Village of Palm Springs, FL 33461 Attention: Iramis Cabrera P: (561) 584-8200 F: (561) 965-0899 e-mail: icabrera@vpsfl.org

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this HA to MaintStar no later than December 15th, 2023 this HA is effective as of the date of Customer's signature and will continue for a period of five (5) years. Customer may elect to continue these hosting services for an additional annual term by paying to MaintStar the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees and the lessor of U.S. Bureau of Labor Statistics CPI or 5.5 percent (%).

2.2 Termination Either party may terminate if the other party materially breaches this HA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this HA, all rights granted to Customer are canceled and revert to MaintStar.

3. Hosting Services

3.1 Scope of Hosting Services MaintStar will provide the hosting services described in this Section and in Exhibit A for the following software products ("Hosted Applications"):
MaintStar EPR Electronic Plan Review Software

3.2 System Administration and Security The Hosted Applications will be hosted by MaintStar on MaintStar - leased equipment at a physically-secure commercial third-party hosting facilities. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

3.3 Infrastructure Availability MaintStar will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during MaintStar's standard maintenance window between the hours of 11:00 PM [23:00] Thursday and 1:00 AM [1:00] Friday Pacific time); MaintStar will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. MaintStar will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.

3.4 Warranty MaintStar will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to MaintStar for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Monthly Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to	15% of pro-rated monthly hosting
Less than 99.0% but greater than or equal to	35% of pro-rated monthly hosting
Less than 95.0%	100% of pro-rated monthly hosting

4. Customer Property

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, MaintStar will provide Customer with:

(i) a copy of its data in an SQL database dump file, not more than once per calendar quarter,

(ii) an EPR (electronic plan Review data) conversion upload, not more than twice per annual term, and

(iii) a Crystal Report placement, not more than two (2) times per annual term.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that MaintStar provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar's then-current time-and- materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

5. Compensation

5.1 Hosting Fee In exchange for the Hosting Services described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A.

5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. If Customer is exempt from certain taxes, Customer will provide MaintStar with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6. Confidentiality

6.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this HA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 6.4 below;

d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e) information which is subpoenaed by governmental or judicial authority;

f) information subject to disclosure pursuant to a state's public records laws.

6.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this HA ("Confidentiality Term").

6.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

6.4 Confidentiality Obligations During the term of this HA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

7. Other Terms and Conditions

7.1 Limitation of Liability MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

7.2 Force Majeure MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

7.3 Dispute Resolution This HA is governed by the laws of the State of Texas. Any controversy or claim arising out of or relating to this HA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Dallas County, Texas. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this HA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this HA will not prevent that party from thereafter objecting to that breach or any other breach of this HA.

7.4 Survival The following provisions will survive the termination or expiration of this HA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.

7.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.6 Severability and Amendment If any particular provision of this HA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this HA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this HA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")	Customer or Agency ("The Customer")
By _____	By _____
Printed Eric Sabato	Printed _____
Title Vice President of Sales	Title _____
Date December 1, 2023	Date _____

EXHIBIT D – SUPPORT AND MAINTENANCE AGREEMENT

1. Parties

MAINTSTAR	CUSTOMER OR AGENCY
MaintStar, Inc. 3510 Turtle Creek Blvd., Unit 17B Dallas, TX 75219 Attention: Contracts P: (800) 255-5678 F: (949) 458-7626 e-mail: sales@maintstar.com	Village of Palm Springs 226 Cypress Lane Village of Palm Springs, FL 33461 Attention: Iramis Cabrera P: (561) 584-8200 F: (561) 965-0899 e-mail: icabrera@vpsfl.org

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this MA to returns this LA to MaintStar no later than December 15th, 2023 this MA is effective as of the date of Customer's signature and will continue for a period of up to five (5) years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to MaintStar the fees associated with such terms when these are due; said fees will not increase by more than five and one half (5.5%) percent from the maintenance fees for the preceding term. Should Customer fail to renew its maintenance coverage or pay the applicable fees, MaintStar reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.2 Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Scope of Maintenance

3.1 Maintenance Services

3.1.1 Telephone Support MaintStar will provide Customer with a telephone number to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding MaintStar's observed holidays (listed below):

1. New Years Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving
8. Day After Thanksgiving
9. Christmas

3.1.2 Email Support MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours. Emergency level requests outside of normal service hours customers may contact their Dedicated Support Engineer via email or cellphone text message.

3.1.3 Online Support MaintStar will provide Customer with access to an online service support ticketing system. The system is continuously available and will provide regular updates to service requests.

3.1.4 Remote Support When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.

3.1.5 Onsite Support If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

3.1.6 Software Updates Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Software updates will be made available to Customer for evaluation prior to production deployment. Production deployment will be scheduled in advance with the customer.

3.2 Maintenance Limitations Generally, the following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

a) Services required due to misuse of the MaintStar-maintained software products.

b) Services required due to software corrections, integrations, customizations, or modifications not developed or authorized by MaintStar.

c) Non-emergency services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours.

d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar.

e) Services required due to the operation of third-party interfaces between the MaintStar-maintained software products and other third-party software products or systems, even where such interfaces were provided or implemented by MaintStar but are a result of version changes to the third-party software product or configuration.

f) Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment.

g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments.

h) Services requested by Customer to implement integrations in customer licensed software not provided by MaintStar pursuant to this MA

4. Warranty

MaintStar will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of MaintStar's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, the Customer's exclusive remedy will be damages in an amount equal to the total maintenance fees paid to MaintStar for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding the Customer's maintenance request.

5. Confidentiality

5.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 5.4 below;

d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e) information which is subpoenaed by governmental or judicial authority;

f) information subject to disclosure pursuant to a state's public records laws.

5.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

5.3 Confidentiality Obligations During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

5.4 Publicity During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer.

These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

6. Other Terms and Conditions

6.1 Limitation of Liability MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

6.2 Force Majeure MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

6.3 Dispute Resolution This MA is governed by the laws of the State of Texas. Any controversy or claim arising out of or relating to this MA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Dallas County, Texas. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this MA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA.

6.4 Survival The following provisions will survive the termination or expiration of this MA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 5 and all subsections thereof with the exception of Subsection 5.4; and Section 6 and all subsections thereof with the exception of Subsection 6.2.

6.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

6.6 Severability and Amendment If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")	Customer or Agency ("The Customer")
By _____	By _____
Printed Eric Sabato	Printed _____
Title Vice President of Sales	Title _____
Date December 1, 2023	Date _____

EXHIBIT A
Village of Palm Springs - FL

MaintStar Software Licensing – Electronic Plan Review (EPR)				
Line Item	Qty.	Description	Unit Price	Ext. Price
1	1	EPR Enterprise Electronic Plan Review License Fee Five (5) Concurrent users	$ 29,500.00	$ 29,500.00
		TOTAL LICENSING		**$ 29,500.00**

MaintStar Professional Services – Electronic Plan Review (EPR)				
Line Item	Qty.	Description	Unit Price	Ext. Price
1	1	Configuration and Implementation	$ 15,000.00	$ 15,000.00
2	1	On-Line Training– 2 Days (16 Hours Training)	$ 3,000.00	$ 3,000.00
		Discount		$ (15,000.00)
		TOTAL PROFESSIONAL SERVICES – DEPLOYMENT		**$ 3,000.00**

MaintStar Single Annual Recurring Support Services Fee – Electronic Plan Review (EPR)				
Line Item	Qty.	Description	Unit Price	Ext. Price
1		Year 1 Annual Recurring – Hosting, Support, Upgrades	$ 6,500.00	$ 6,500.00
2		Year 2 Annual Recurring – Hosting, Support, Upgrades	$ 6,858.00	$ 6,858.00
3		Year 3 Annual Recurring – Hosting, Support, Upgrades	$ 7,235.00	$ 7,235.00
4		Year 4 Annual Recurring – Hosting, Support, Upgrades	$ 7,633.00	$ 7,633.00
5		Year 5 Annual Recurring – Hosting, Support, Upgrades	$ 8,052.00	$ 8,052.00
		TOTAL FIVE YEARS RECURRING FEE Reflects 5.5% CPI Annual Adjustment		**$ 36,278.00**

MaintStar Payment Milestones				
1		**Milestone 1 - Project Commencement** Licensing		**$ 29,500.00**
2		**Milestone 2 – Project Go Live** Professional Services and First Year Hosting Support		**$ 9,500.00**

ELECTRONIC PLAN REVIEW (EPR) – LICENSE AGREEMENT

1. Parties

MAINTSTAR	CUSTOMER OR AGENCY
MaintStar, Inc.	Village of Palm Springs
3510 Turtle Creek Blvd., Unit 17B	226 Cypress Lane
Dallas, TX 75219	Village of Palm Springs, FL 33461
Attention: Contracts	Attention: Iramis Cabrera
P: (800) 255-5675	P: (561) 584-8200
F: (949) 458-7626	F: (561) 965-0899
e-mail: sales@maintstar.com	e-mail: icabrera@vpsfl.org

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term This LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Intellectual Property License

3.1 License The software products ("Software") listed below are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
MaintStar EPR Electronic Plan Review Software

3.1.1 The Software is provided for use only by Customer or Agency employees, contractors or applicants.

3.1.2 Customer may not make any form of derivative work from the Software, although Customer is permitted to customize, develop additional or alternative functionality for the Software using tools and/or techniques enabled by the software or licensed to Customer by MaintStar.

3.1.3 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.4 Customer is liable to MaintStar for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

3.1.5 Customer may use the Software only to process transactions relating to electronic plan review within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.6 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

3.1.7 All rights not expressly granted to Customer are retained by MaintStar.

4. License Warranties

4.1 MaintStar warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, MaintStar may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. MaintStar will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

4.2 MaintStar has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by MaintStar. MaintStar provides no warranty whatsoever for any third-party hardware or software products.

4.3 Except as expressly set forth herein, MaintStar disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

5. Compensation

5.1 License Fees In exchange for the Software described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A.

5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. If Customer is exempt from certain taxes, Customer will provide MaintStar with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6. Confidentiality

6.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 6.4 below;

d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e) information which is subpoenaed by governmental or judicial authority;

f) information subject to disclosure pursuant to a state's public records laws.

6.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

6.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

6.4 Publicity During the term of this LA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer.

These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

7. Other Terms and Conditions

7.1 Dispute Resolution This LA is governed by the laws of the State of Texas. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Dallas County, Texas. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.

7.2 Removal and Destruction of Software Within ten (10) business days following termination of this LA by either Party, Customer will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to MaintStar within fifteen (15) business days following termination of this LA.

7.5 Assignment MaintStar may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. MaintStar may subcontract with qualified third parties to provide portions of the Maintenance Services described herein above.

7.6 Survival The following provisions will survive the termination or expiration of this LA: Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof; and Section 7, and all subsections thereof.

7.7 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.8 Severability and Amendment If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")	Customer or Agency ("The Customer")
By	By
Printed	Printed
Title	Title
Date	Date

ELECTRONIC PLAN REVIEW (EPR) – HOSTING AGREEMENT

1. Parties

MAINTSTAR	CUSTOMER OR AGENCY
MaintStar, Inc.	Village of Palm Springs
3510 Turtle Creek Blvd., Unit 17B	226 Cypress Lane
Dallas, TX 75219	Village of Palm Springs, FL 33461
Attention: Contracts	Attention: Iramis Cabrera
P: (800) 255-5678	P: (561) 584-8200
F: (949) 458-7626	F: (561) 965-0899
e-mail: sales@maintstar.com	e-mail: icabrera@vpsfl.org

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term This HA is effective as of the date of Customer's signature and will continue for a period of five (5) years. Customer may elect to continue these hosting services for an additional annual term by paying to MaintStar the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees and the lessor of U.S. Bureau of Labor Statistics CPI or 5.5 percent (%).

2.2 Termination Either party may terminate if the other party materially breaches this HA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this HA, all rights granted to Customer are canceled and revert to MaintStar.

3. Hosting Services

3.1 Scope of Hosting Services MaintStar will provide the hosting services described in this Section and in Exhibit A for the following software products ("Hosted Applications"):
MaintStar EPR Electronic Plan Review Software

3.2 System Administration and Security The Hosted Applications will be hosted by MaintStar on MaintStar - leased equipment at a physically-secure commercial third-party hosting facilities. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

3.3 Infrastructure Availability MaintStar will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during MaintStar's standard maintenance window between the hours of 11:00 PM [23:00] Thursday and 1:00 AM [1:00] Friday Pacific time); MaintStar will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. MaintStar will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.

3.4 Warranty MaintStar will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to MaintStar for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Monthly Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to	15% of pro-rated monthly hosting
Less than 99.0% but greater than or equal to	35% of pro-rated monthly hosting
Less than 95.0%	100% of pro-rated monthly hosting

4. Customer Property

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, MaintStar will provide Customer with:

(i) a copy of its data in an SQL database dump file, not more than once per calendar quarter,

(ii) an EPR (electronic plan Review data) conversion upload, not more than twice per annual term, and

(iii) a Crystal Report placement, not more than two (2) times per annual term.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that MaintStar provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar's then-current time-and- materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

5. Compensation

5.1 Hosting Fee In exchange for the Hosting Services described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A.

5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. If Customer is exempt from certain taxes, Customer will provide MaintStar with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6. Confidentiality

6.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this HA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 6.4 below;

d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e) information which is subpoenaed by governmental or judicial authority;

f) information subject to disclosure pursuant to a state's public records laws.

6.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this HA ("Confidentiality Term").

6.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

6.4 Confidentiality Obligations During the term of this HA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

7. Other Terms and Conditions

7.1 Limitation of Liability MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

7.2 Force Majeure MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

7.3 Dispute Resolution This HA is governed by the laws of the State of Texas. Any controversy or claim arising out of or relating to this HA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Dallas County, Texas. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this HA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this HA will not prevent that party from thereafter objecting to that breach or any other breach of this HA.

7.4 Survival The following provisions will survive the termination or expiration of this HA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.

7.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.6 Severability and Amendment If any particular provision of this HA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this HA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this HA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")	Customer or Agency ("The Customer")
By	By
Printed	Printed
Title	Title
Date	Date

SUPPORT AND MAINTENANCE AGREEMENT

1. Parties

MAINTSTAR	CUSTOMER OR AGENCY
MaintStar, Inc. 3510 Turtle Creek Blvd., Unit 17B Dallas, TX 75219 Attention: Contracts P: (800) 255-5678 F: (949) 458-7626 e-mail: sales@maintstar.com	Village of Palm Springs 226 Cypress Lane Village of Palm Springs, FL 33461 Attention: Iramis Cabrera P: (561) 584-8200 F: (561) 965-0899 e-mail: icabrera@vpsfl.org

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term This MA is effective as of the date of Customer's signature and will continue for a period of five (5) years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to MaintStar the fees associated with such terms when these are due; said fees will not increase by more than five and one half (5.5%) percent from the maintenance fees for the preceding term. Should Customer fail to renew its maintenance coverage or pay the applicable fees, MaintStar reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.2 Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Scope of Maintenance

3.1 Maintenance Services

3.1.1 Telephone Support MaintStar will provide Customer with a telephone number to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding MaintStar's observed holidays (listed below):

1. New Years Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving
8. Day After Thanksgiving
9. Christmas

3.1.2 Email Support MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours. Emergency level requests outside of normal service hours customers may contact their Dedicated Support Engineer via email or cellphone text message.

3.1.3 Online Support MaintStar will provide Customer with access to an online service support ticketing system. The system is continuously available and will provide regular updates to service requests.

3.1.4 Remote Support When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.

3.1.5 Onsite Support If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

3.1.6 Software Updates Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Software updates will be made available to Customer for evaluation prior to production deployment. Production deployment will be scheduled in advance with the customer.

3.2 Maintenance Limitations Generally, the following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

a) Services required due to misuse of the MaintStar-maintained software products.

b) Services required due to software corrections, integrations, customizations, or modifications not developed or authorized by MaintStar.

c) Non-emergency services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours.

d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar.

e) Services required due to the operation of third-party interfaces between the MaintStar-maintained software products and other third-party software products or systems, even where such interfaces were provided or implemented by MaintStar but are a result of version changes to the third-party software product or configuration.

f) Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment.

g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments.

h) Services requested by Customer to implement integrations in customer licensed software not provided by MaintStar pursuant to this MA

4. Warranty

MaintStar will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of MaintStar's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, the Customer's exclusive remedy will be damages in an amount equal to the total maintenance fees paid to MaintStar for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding the Customer's maintenance request.

5. Confidentiality

5.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 5.4 below;

d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e) information which is subpoenaed by governmental or judicial authority;

f) information subject to disclosure pursuant to a state's public records laws.

5.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

5.3 Confidentiality Obligations During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

5.4 Publicity During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer.

These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

6. Other Terms and Conditions

6.1 Limitation of Liability MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

6.2 Force Majeure MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

6.3 Dispute Resolution This MA is governed by the laws of the State of Texas. Any controversy or claim arising out of or relating to this MA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Dallas County, Texas. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this MA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA.

6.4 Survival The following provisions will survive the termination or expiration of this MA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 5 and all subsections thereof with the exception of Subsection 5.4; and Section 6 and all subsections thereof with the exception of Subsection 6.2.

6.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

6.6 Severability and Amendment If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")	Customer or Agency ("The Customer")
By	By
Printed	Printed
Title	Title
Date	Date

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Public Works

ITEM #4: Approve Roadway Asphalt Milling & Resurfacing - Work Authorization No. 6 - Public Works Department (FY 2024 Budget Funded - Roads, Sidewalks, Drainage & Bridge 01441-55300) - Ranger Construction Industries, Inc.

Summary: The Public Works Department recommends that five (5) roadway segments throughout the Village be milled and resurfaced based on visual inspection and rating by staff. These roadways have pavement; however, they have significant pavement deterioration and must be milled and resurfaced to extend their service life. The roads that are proposed to be milled and resurfaced had the lowest rating of all the roads that we assess last year (Zone B) from Canal 9 South to 10th Ave.

The Public Works Department is recommending that the following five (5) roadways be approved to be milled and resurfaced utilizing the Village's existing piggyback contract with Ranger Construction Industries, Inc. for the amount of $161,711.93:

- East Lake Road (From Gulfstream Road - Shady Lane)
- Reo Lane (From 10th Avenue - Dead End)
- Riverdale Road (From Davis Road - Dead End)
- Yucatan Drive (From Davis Road - Russell Drive)
- Rex Avenue (From Complex Entrance - Congress Avenue)

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

The Village accepts Ranger Construction Industries' pricing under the Palm Beach County contract, including all conditions, terms, and prices. Palm Beach County's contract expires on October 16, 2024, but a six (6) month renewal option is available.

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

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

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

March/April 2024 is the estimated completion date of the project.

The proposed project Work Authorization No. 6 was prepared by the Village Attorney and reviewed by the Assistant Public Works Director, Assistant Village Manager, and the Finance Director.

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

FISCAL IMPACT:

Funding to support purchases under this proposal is available within the FY 2024 - General Fund (01441-55300).

FY23/24 Approved Budget	01441-55300	$165,000.00
Project Request - General Fund	01441-55300	$161,711.93

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. Palm Beach County Project - Bid Tabulations
2. Ranger Construction Industries, Inc. Letter - Authorization to Piggyback
3. Ranger Construction Industries, Inc., Contract Proposal
4. Proposed Work Authorization No. 6 - Milling and Resurfacing
5. Signed Proposed Work Authorization No. 6 - Milling and Resurfacing

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Average of Bid Items for All Bidders	Engineer's Estimate	Ranger Construction Industries, Inc.		M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount
EAST DISTRICT									
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	$ 2.83	$ 1.65	$ 2.00	$ 4,440,000.00	$ 1.85	$ 4,107,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	$ 3.09	$ 1.75	$ 2.00	$ 222,000.00	$ 2.00	$ 222,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	$ 148.60	$ 120.00	$ 120.00	$ 168,000.00	$ 140.00	$ 196,000.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	$ 126.88	$ 91.00	$ 100.00	$ 1,750,000.00	$ 111.00	$ 1,942,500.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	$ 148.60	$ 125.00	$ 120.00	$ 420,000.00	$ 140.00	$ 490,000.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	$ 125.48	$ 98.00	$ 108.00	$ 1,890,000.00	$ 111.00	$ 1,942,500.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	$ 148.60	$ 125.00	$ 120.00	$ 420,000.00	$ 140.00	$ 490,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	$ 129.28	$ 98.00	$ 115.00	$ 1,207,500.00	$ 111.00	$ 1,165,500.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	$ 122.60	$ 95.00	$ 108.50	$ 18,987,500.00	$ 110.00	$ 19,250,000.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	$ 149.00	$ 120.00	$ 120.00	$ 168,000.00	$ 140.00	$ 196,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	$ 129.04	$ 93.00	$ 100.00	$ 280,000.00	$ 111.00	$ 310,800.00
12	High Friction Surface Treatment	17,500	SY	$ 45.00	$ 65.00	$ 39.00	$ 682,500.00	$ 55.00	$ 962,500.00
WEST DISTRICT									
13	Mill Existing Asphalt Pavement (1")	370,000	SY	$ 2.85	$ 1.80	$ 1.90	$ 703,000.00	$ 1.85	$ 684,500.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	$ 4.59	$ 4.00	$ 2.00	$ 7,400.00	$ 7.50	$ 27,750.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	$ 124.08	$ 92.00	$ 100.00	$ 7,000,000.00	$ 110.00	$ 7,700,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	$ 128.68	$ 98.00	$ 105.00	$ 183,750.00	$ 111.00	$ 194,250.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	$ 131.68	$ 100.00	$ 120.00	$ 210,000.00	$ 111.00	$ 194,250.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	$ 124.10	$ 100.00	$ 107.00	$ 187,250.00	$ 110.00	$ 192,500.00

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Average of Bid Items for All Bidders	Engineer's Estimate	Ranger Construction Industries, Inc.		M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Unit Price**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	$ 129.24	$ 96.00	$ 104.00	$ 364,000.00	$ 111.00	$ 388,500.00
24	High Friction Surface Treatment	7,000	SY	$ 45.00	$ 65.00	$ 39.00	$ 273,000.00	$ 55.00	$ 385,000.00
EAST AND WEST DISTRICTS									
25	Off Duty Police Officer	700	HR	$ 67.90	$ 70.00	$ 75.00	$ 52,500.00	$ 73.50	$ 51,450.00
26	Portable Milling Machine	875	HR	$ 260.00	$ 210.00	$ 230.00	$ 201,250.00	$ 210.00	$ 183,750.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	$ 5,285.00	$ 7,000.00	$ 8,000.00	$ 1,480,000.00	$ 4,250.00	$ 786,250.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	$ 2.97	$ 2.00	$ 2.10	$ 1,554,000.00	$ 1.85	$ 1,369,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	$ 3.14	$ 2.20	$ 2.05	$ 189,625.00	$ 2.00	$ 185,000.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roac	17,500	TN	$ 137.20	$ 150.00	$ 120.00	$ 2,100,000.00	$ 120.00	$ 2,100,000.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roac	35,000	TN	$ 127.68	$ 130.00	$ 115.00	$ 4,025,000.00	$ 115.00	$ 4,025,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	$ 5.00	$ 3.00	$ 2.00	$ 70,000.00	$ 2.00	$ 70,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	$ 3.38	$ 2.00	$ (3.10)	$ (108,500.00)	$ -	$ -
34	Manhole Adjustment	1,750	EA	$ 633.00	$ 180.00	$ 180.00	$ 315,000.00	$ 225.00	$ 393,750.00
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	$ 239.00	$ 75.00	$ 95.00	$ 166,250.00	$ 125.00	$ 218,750.00
36	Box Out Shoulder (as per detail)	350	HR	$ 172.00	$ 140.00	$ 140.00	$ 49,000.00	$ 150.00	$ 52,500.00
37	Remove and Re-install Wheel Stops	963	EA	$ 54.45	$ 50.00	$ 40.00	$ 38,520.00	$ 55.00	$ 52,965.00
38	Bituminous Material (Prime Coat)	350	Gal	$ 5.40	$ 6.00	$ 6.50	$ 2,275.00	$ 5.00	$ 1,750.00
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	$ 2,700.00	$ 5,400.00	$ 1,300.00	$ 91,000.00	$ 1,000.00	$ 70,000.00
TOTAL BID						**$**	**50,629,820.00**	**$**	**51,581,715.00**

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Hardrives of Delray, Inc.		General Asphalt Co., Inc.		Saffold Paving, Inc.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
EAST DISTRICT									
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	$ 1.40	$ 3,108,000.00	$ 2.00	$ 4,440,000.00	$ 6.90	$ 15,318,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	$ 2.00	$ 222,000.00	$ 2.45	$ 271,950.00	$ 7.00	$ 777,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	$ 120.00	$ 168,000.00	$ 156.00	$ 218,400.00	$ 207.00	$ 289,800.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	$ 118.00	$ 2,065,000.00	$ 126.00	$ 2,205,000.00	$ 179.40	$ 3,139,500.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00	$ 156.00	$ 546,000.00	$ 207.00	$ 724,500.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	$ 118.00	$ 2,065,000.00	$ 111.00	$ 1,942,500.00	$ 179.40	$ 3,139,500.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00	$ 156.00	$ 546,000.00	$ 207.00	$ 724,500.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	$ 120.00	$ 1,260,000.00	$ 121.00	$ 1,270,500.00	$ 179.40	$ 1,883,700.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	$ 118.00	$ 20,650,000.00	$ 111.00	$ 19,425,000.00	$ 165.50	$ 28,962,500.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	$ 122.00	$ 170,800.00	$ 156.00	$ 218,400.00	$ 207.00	$ 289,800.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	$ 120.00	$ 336,000.00	$ 121.00	$ 338,800.00	$ 193.20	$ 540,960.00
12	High Friction Surface Treatment	17,500	SY	$ 39.00	$ 682,500.00	$ 60.00	$ 1,050,000.00	$ 32.00	$ 560,000.00
WEST DISTRICT									
13	Mill Existing Asphalt Pavement (1")	370,000	SY	$ 1.60	$ 592,000.00	$ 2.00	$ 740,000.00	$ 6.90	$ 2,553,000.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	$ 4.00	$ 14,800.00	$ 2.45	$ 9,065.00	$ 7.00	$ 25,900.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	$ 120.00	$ 8,400,000.00	$ 111.00	$ 7,770,000.00	$ 179.40	$ 12,558,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 121.00	$ 211,750.00	$ 179.40	$ 313,950.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 121.00	$ 211,750.00	$ 179.40	$ 313,950.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 111.00	$ 194,250.00	$ 165.50	$ 289,625.00

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Hardrives of Delray, Inc.		General Asphalt Co., Inc.		Saffold Paving, Inc.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	$ 127.00	$ 444,500.00	$ 111.00	$ 388,500.00	$ 193.20	$ 676,200.00
24	High Friction Surface Treatment	7,000	SY	$ 39.00	$ 273,000.00	$ 60.00	$ 420,000.00	$ 32.00	$ 224,000.00
EAST AND WEST DISTRICTS									
25	Off Duty Police Officer	700	HR	$ 90.00	$ 63,000.00	$ 66.00	$ 46,200.00	$ 35.00	$ 24,500.00
26	Portable Milling Machine	875	HR	$ 110.00	$ 96,250.00	$ 500.00	$ 437,500.00	$ 250.00	$ 218,750.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	$ 3,675.00	$ 679,875.00	$ 8,000.00	$ 1,480,000.00	$ 2,500.00	$ 462,500.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	$ 2.00	$ 1,480,000.00	$ 2.00	$ 1,480,000.00	$ 6.90	$ 5,106,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	$ 2.25	$ 208,125.00	$ 2.40	$ 222,000.00	$ 7.00	$ 647,500.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roac	17,500	TN	$ 118.00	$ 2,065,000.00	$ 121.00	$ 2,117,500.00	$ 207.00	$ 3,622,500.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roac	35,000	TN	$ 118.00	$ 4,130,000.00	$ 111.00	$ 3,885,000.00	$ 179.40	$ 6,279,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	$ 1.00	$ 35,000.00	$ 0.01	$ 350.00	$ 20.00	$ 700,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	$ -	$ -	$ 0.01	$ 350.00	$ 20.00	$ 700,000.00
34	Manhole Adjustment	1,750	EA	$ 250.00	$ 437,500.00	$ 440.00	$ 770,000.00	$ 2,070.00	$ 3,622,500.00
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	$ 300.00	$ 525,000.00	$ 330.00	$ 577,500.00	$ 345.00	$ 603,750.00
36	Box Out Shoulder (as per detail)	350	HR	$ 220.00	$ 77,000.00	$ 150.00	$ 52,500.00	$ 200.00	$ 70,000.00
37	Remove and Re-install Wheel Stops	963	EA	$ 26.25	$ 25,278.75	$ 96.00	$ 92,448.00	$ 55.00	$ 52,965.00
38	Bituminous Material (Prime Coat)	350	Gal	$ 6.00	$ 2,100.00	$ 6.00	$ 2,100.00	$ 3.50	$ 1,225.00
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	$ 5,000.00	$ 350,000.00	$ 1,200.00	$ 84,000.00	$ 5,000.00	$ 350,000.00
TOTAL BID				**$**	**53,021,478.75**	**$**	**54,757,313.00**	**$**	**97,214,575.00**

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

PAY ITEM FOOTNOTES

All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.

Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.

Portable Milling Machine, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.

Manhole Adjustment, each, may be accomplished using precast rings or other methods acceptable to the County.

Remove and Re-install Wheel Stops, each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.

Residential roadways will be identifed by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.

Palm Beach County reserves the right to acquire **millings** at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).

Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.

Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.

Bids as read at opening on March 16, 2021, 2:00 PM

All bids subject to OEBO compliance and Board Approval.

Prepared by: Colleen Flanagan, Technical Assistant 1

Checked by: Holly B. Knight, P.E., Contracts Section Manager

November 10, 2023

Via Email
Mr. Timothy A Crespo, Jr.
Public Works Superintendent
Village of Palm Springs
360 Davis Rd
Palm Springs, FL 33461

Re: Piggyback to Palm Beach County Annual Milling & Resurfacing Contract (Project No. 2021050)

Dear Mr. Crespo:

Subject to the Village of Palm Springs accepting the attached Quotation Request with the added lump sum item for mobilization costs, which line item will be included as part of any agreement entered into with the Village, Ranger Construction Industries, Inc. authorizes the Village of Palm Springs to piggyback the Annual Milling & Resurfacing Contract (Project No. 2021050) that is currently active with Palm Beach County. As such, Ranger will honor its pricing provided to Palm Beach County for the Village of Palm Springs under the terms and conditions of the Contract with the additional mobilization line item included.

Please confirm in writing the Village's agreement and acceptance of the above, which we understand will also result in a Purchase Order being issued by the Village to Ranger Construction.

If you have any questions, please contact me.

Sincerely,

Jamie R Timming

Digitally signed by Jamie R Timming
Date: 2023.11.10 16:31:50 -05'00'

Jamie Timming
Vice President
Ranger Construction Industries, Inc.

Enclosure

1645 North Congress Avenue, West Palm Beach, FL 33409
Phone (561) 793-9400 Fax (561) 790-4332
www.rangerconstruction.com

Central Division 400
101 Sansbury's Way 332
West Palm Beach, FL 33411 com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	18-Oct-23
		Phone:	(561) 584-8200
Address:	226 Cypress Lane	**Fax:**	Ext 8952
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	Timothy A.Crespo	**Prop. Owned By:**	

EAST LAKE RD (From Gulfstream Rd. to Shady Lane)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	MOBILIZATION	**1.000**	**LS**	**$21,400.00**	**$21,400.00**
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	190.00	TN	$120.00	$22,800.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (October 2023 index)				$1,479.48
				TOTAL	**$55,519.48**

Special Note(s):

1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2,873 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	18-Oct-23
		Phone:	(561) 584-8200
Address:	226 Cypress Lane	**Fax:**	Ext 8952
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	Timothy A.Crespo	**Prop. Owned By:**	

REO LN (From 10th Ave to dead end)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	196.00	TN	$120.00	$23,520.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (October 2023 index)				$1,526.20
				TOTAL	**$34,886.20**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2974 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	18-Oct-23
		Phone:	(561) 584-8200
Address:	226 Cypress Lane	**Fax:**	Ext 8952
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	Timothy A.Crespo	**Prop. Owned By:**	

RIVERDALE RD (From Davis Rd to dead end)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	103.00	TN	$120.00	$12,360.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (October 2023 index)				$802.03
				TOTAL	**$23,002.03**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1560 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division-9400
101 Sansbury's Way-4332
West Palm Beach, FL 33411n.com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	18-Oct-23
		Phone:	(561) 584-8200
Address:	226 Cypress Lane	**Fax:**	Ext 8952
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	Timothy A.Crespo	**Prop. Owned By:**	

YUCATAN DR. (From Davis Rd. to Russell Dr.)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	158.00	TN	$120.00	$18,960.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (October 2023 index)				$1,230.30
				TOTAL	**$30,030.30**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2392 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
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QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	18-Oct-23
		Phone:	(561) 584-8200
Address:	226 Cypress Lane	**Fax:**	Ext 8952
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	Timothy A.Crespo	**Prop. Owned By:**	

REX AVE. (From Complex entrance to Congress Ave.)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	66.00	TN	$120.00	$7,920.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (October 2023 index)				$513.92
				TOTAL	**$18,273.92**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1004 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	Authorized Signature _____
Signature _____	
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

PROJECT WORK AUTHORIZATION NO. 6 WITH RANGER CONSTRUCTION FOR MILLING AND RESURFACING PROJECTS

This Project Work Authorization No. 6 is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **Ranger Construction Industries, Inc.**, 101 Sansbury Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

1.0 Project Description:

The Public Works Department has identified a need to mill and resurface several roadways throughout the Village.

The Village desires the Contractor to provide the milling and resurfacing of the following streets:

1. East Lake Rd
2. Reo Ln
3. Riverdale Rd
4. Yucatan Dr
5. Rex Ave

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "A"**.

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (120) calendar days from the Village's issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of $161,711.93. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for milling and resurfacing between the Village and the Contractor, dated December 14, 2023. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 6 to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **RANGER CONSTRUCTION INDUSTRIES, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

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

Notary Public

_____
Print Name: _____
My commission expires:_____

PROJECT WORK AUTHORIZATION NO. 6 WITH RANGER CONSTRUCTION FOR MILLING AND RESURFACING PROJECTS

This Project Work Authorization No. 6 is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **Ranger Construction Industries, Inc.**, 101 Sansbury Way, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

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VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **RANGER CONSTRUCTION INDUSTRIES, INC.**

By: Jamie R Timming Digitally signed by Jamie R Timming Date: 2023.11.20 11:24:59 -05'00'

Print Name: Jamie Timming

Title: Vice President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

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

Notary Public

_____
Print Name: _____
My commission expires:_____

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #5: Authorize Installation of Fiber Optic Lines - Utilities & Public Works Departments (FY 2024 ARPA Funded) - Palm Beach County

SUMMARY: The Utilities and Public Works Departments need fiber optic lines installed to the Pratt Water Treatment Plant and 2400 Kirk Road building. The fiber optic lines will allow the secure and reliable use of data at both facilities, which include the internet, phone systems, security cameras, access controls, and other essential services. The project will be funded through American Rescue Plan Act (ARPA) funds.

The Information Technology department has recommended the fiber optic lines be installed by Palm Beach County through the use of their Fiber Optic Master Work Order Contract (IFB#19-065/HS). The use of Palm Beach County's fiber network would allow for the best pricing and security when compared to commercial offerings by vendors. The cost of installation of fiber optic lines to the Pratt Water Treatment Plant and 2400 Kirk Road would be:

Location	Amount
R.L. Pratt Water Treatment Plant	$ 40,380.00
2400 Kirk Road	$ 91,030.00
Total	**$131,410.00**

The approved FY 2024 Budget included $82,220 for the installation of fiber to the Pratt Water Treatment Plant and $91,030.00 for the installation of fiber at 2400 Kirk Road.

The Village's Purchasing Code, Section 58-11, Best interest acquisitions, provides that the Village may acquire or contract for non-real property, goods, or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths affirmative vote that the competitive selection process is not in the best interest of the village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village council agenda. This provision may not be used to contract for goods or services for which such contract would exceed the limits set forth in F.S. §287.055 or 255.20, as amended.

The proposed quotes were prepared by Palm Beach County's contractor, Precision Contracting Services Inc. and reviewed by the Information Technology Director, Assistant Utilities Director, Utilities Director, and Finance Director. Although Precision Contracting Services Inc. prepared the quote, the Village would make payment to Palm Beach County for the completion of the fiber optic line installation.

The Village has worked with Palm Beach County for the installation of fiber optic lines in the past and received excellent service and a quality product.

FISCAL IMPACT:

Funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund and General Fund by way of ARPA funding. 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. Fiber Install Quote - 2400 Kirk Road
2. Fiber Install Quote - Pratt Water Treatment Plant

PRECISION CONTRACTING SERVICES INC.
Precision Fiber Optic Systems

15834 Guild Court
Jupiter, Florida 33478
Phone: 561.743.9737
Fax: 561.743.0775
www.pcsfiber.com

To:	Palm Beach Co - ISS	**Contact:**	Mike Quinn
Address:	301 North Olive Avenue, 8th Floor	**Phone:**	561-355-2823
	West Palm Beach, FL USA	**Fax:**	
Project Name:	21.10.11 PBISS WTP To Kirk Road FOC	**Bid Number:**	19-065/HS
Project Location:	21.10.11 PBISS WTP To Kirk Road FOC, West Palm Beach, FL	**Bid Date:**	8/9/2023
Attachments:	19-065-HS PBCO FO Engineering Design Material Term Contract.pdf		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4	Clerical Support Services (Hourly Rate)	1.00	HR	$45.00	$45.00
5	Commercial Cable - Electronics Technician (Hourly Rate)	2.00	HR	$125.00	$250.00
6	Commercial Cable Installer (Hourly Rate) Hours For Locating Existing Conduit - Locating Existing Path	48.00	HR	$95.00	$4,560.00
16	Conduit - 2" Placed At 36", Hand Trenched (F&I)	4,000.00	LF	$8.00	$32,000.00
22	Placement - 2" HDPE Directional Bore(F&I)	2,000.00	LF	$17.00	$34,000.00
37	FO Cable - 24F SM Loose Tube Construction, UG Placement, (F&I)	7,200.00	LF	$1.75	$12,600.00
68	FO Cable - 24F SM Or MM, Termination, Wall/Rack Cabinet, Trays, Pigtails, Splices, Tests (F&I) South County Courthouse And SCA And Hub (could Use Another 48F Term)	2.00	EACH	$2,075.00	$4,150.00
87	OSP Aerial - Messenger Cable, 1/4" (F&I) Estimated Length IF NEW IS NEEDED	0.00	LF	$2.25	$0.00
90	OSP Aerial - Pole Attachment, Loose Tube, With J-Hook Wood Pole, (F&I) IF SPAN IS NEEDED	4.00	EACH	$175.00	$700.00
91	OSP Aerial - Place Pole Riser, 2" RGS(F&I) Relocate And Replace	0.00	LF	$18.00	$0.00
99	Pull Box - Composition Construction, 17x30x12 With Composite Lid, (F&I)	5.00	EACH	$545.00	$2,725.00

Total Bid Price: $91,030.00

Notes:

- **LOCATION: Maintenance 2400 Kirk Rd to Main WTP WPB**

SCOPE: F&I new conduit/span and pull boxes, 24F SM with 2-24 Terms/Testing

- **SPECIAL INSTRUCTIONS**

  * This RFP is for a Palm Beach County Fiber Optic Master Work Order Contract that bids on August 29th, 2019 - IFB#19-065/HS.
  * The County issues Work Oders as needed and are processed for completion when received - no immediate scope of work for review.
  * Precision Contracting Services, Inc is a fiber optic integrator located in Jupiter, FL. We have been in business since 1990 and have maintained the Fiber Optic Master Contract with Palm Beach County since 2013.
  * PCS is requesting pricing from sub-contractors currently listed as an EBO firm with Palm Beach County for the above listed work disiplines; OSP Construction Underground, Pull Boxes, and OSP Cabinets.
  * Have attached The County Notice of Solicitation for this project. Technical Specifications for this project can be found in the Notice...

  OSP Underground.....Section 7.4 Pages 21-25
  OSP Pull Boxes.....Section 7.8 Pages 31-32
  OSP Cabinets.....Section 7.9 Pages 32-36

  * Please quote any items that you can perform. It is not necessary to quote every Section or even every item within a Section.
  * Request All Pricing Back No Later Than Monday August 19th.
  *** If you choose not to quote this work we would request written notification by email stating so and reason for No Quote.**

  IF ANY QUESTIONS PLEASE BE SURE TO CONTACT US AS NOTED BELOW
  * Robert Sanford; Estimator - 561-743-9737 Ext7101 or rsanford@pcsfiber.com
  * Laura Fix; Administration - 561-743-9737 Ext7107 or lfix@pcsfiber.com

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Precision Contracting Services, Inc**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Lynn Bayles 561-743-9737, ext. 7117 lynn@pcsfiber.com

PRECISION CONTRACTING SERVICES INC.
Precision Fiber Optic Systems

15834 Guild Court
Jupiter, Florida 33478
Phone: 561.743.9737
Fax: 561.743.0775
www.pcsfiber.com

To:	Palm Beach Co - ISS	**Contact:**	Mike Quinn
Address:	301 North Olive Avenue, 8th Floor	**Phone:**	561-355-2823
	West Palm Beach, FL USA	**Fax:**	
Project Name:	21.10.11 PBISS Pratt WTP To Fire Rescue FOC	**Bid Number:**	19-065/HS
Project Location:	21.10.11 PBISS Pratt WTP To Fire Rescue FOC, West Palm Beach, FL	**Bid Date:**	8/9/2023
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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4	Clerical Support Services (Hourly Rate)	1.00	HR	$45.00	$45.00
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6	Commercial Cable Installer (Hourly Rate) Hours For Locating Existing Conduit - Locating Existing Path	48.00	HR	$95.00	$4,560.00
16	Conduit - 2" Placed At 36", Hand Trenched (F&I)	1,000.00	LF	$8.00	$8,000.00
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87	OSP Aerial - Messenger Cable, 1/4" (F&I) Estimated Length IF NEW IS NEEDED	0.00	LF	$2.25	$0.00
90	OSP Aerial - Pole Attachment, Loose Tube, With J-Hook Wood Pole, (F&I) IF SPAN IS NEEDED	4.00	EACH	$175.00	$700.00
91	OSP Aerial - Place Pole Riser, 2" RGS(F&I) Relocate And Replace	0.00	LF	$18.00	$0.00
99	Pull Box - Composition Construction, 17x30x12 With Composite Lid, (F&I)	3.00	EACH	$545.00	$1,635.00

Total Bid Price: $40,380.00

Notes:

- **LOCATION: Pratt WTP to Fire Rescue 36 on Purdy**

SCOPE: F&I new conduit/span and pull boxes, 12F SM with 2-12 Terms/Testing

- **SPECIAL INSTRUCTIONS**

  * This RFP is for a Palm Beach County Fiber Optic Master Work Order Contract that bids on August 29th, 2019 - IFB#19-065/HS.
  * The County issues Work Oders as needed and are processed for completion when received - no immediate scope of work for review.
  * Precision Contracting Services, Inc is a fiber optic integrator located in Jupiter, FL. We have been in business since 1990 and have maintained the Fiber Optic Master Contract with Palm Beach County since 2013.
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  * Please quote any items that you can perform. It is not necessary to quote every Section or even every item within a Section.
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  *** If you choose not to quote this work we would request written notification by email stating so and reason for No Quote.**

  IF ANY QUESTIONS PLEASE BE SURE TO CONTACT US AS NOTED BELOW
  * Robert Sanford; Estimator - 561-743-9737 Ext7101 or rsanford@pcsfiber.com
  * Laura Fix; Administration - 561-743-9737 Ext7107 or lfix@pcsfiber.com

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Precision Contracting Services, Inc**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Lynn Bayles 561-743-9737, ext. 7117 lynn@pcsfiber.com

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #6: Equipment Purchase - Single Source - Utilities Department (FY 2024 Budget Funded)

SUMMARY: The Utilities Department must purchase a camera truck to inspect sewer and storm pipelines visually. Envirosight LLC. manufactures the vehicles and equipment and provides continuous services and support within Florida. Envirosight's service centers are in Deerfield Beach and Orlando, Florida.

To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sourcewell contract awarded to Envirosight LLC. Sourcewell completed a competitive selection process - Sewer Inspection and Maintenance Equipment (Bid #120721- EVS - January 26, 2022). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 Budget, the Village Council approved the purchase of a camera truck for $450,000.00. As a result, Envirosight LLC. has provided the Village with a quote to provide a camera truck with all necessary equipment to perform inspections of sewer and stormwater pipelines for $343,071.21. The expected delivery is within 120 days from the order date.

If approved, the Village would accept Envirosight LLC's pricing by utilizing the Sourcewell cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on January 17, 2026.

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

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal.

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

ATTACHMENTS:
1. Envirosight LLC - Quote and Single Source Letter

Proposal Summary

Prepared for:

Village of Palm Springs, FL

Envirosight LLC

11/16/2023



Envirosight Sewer Inspection Cameras

Rovver X Crawler Camera Inspection System and Ford F-550 Build-Out

Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

Village of Palm Springs, FL
11/16/2023

Envirosight Sewer Inspection Cameras

Environmental Products Group would like to thank you for the opportunity to present **Envirosight's Sewer Inspection Camera Equipment**.

Environmental Products Group is the sole provider of Envirosight Pipeline Inspection Cameras in the state of Florida, as well as many other leading industry product lines including: Vactor Sewer Cleaning Equipment, Elgin Street Sweepers, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Duratech Tree Chippers, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

Brian Stewart, Inspection Division Manager

Environmental Products Group, Inc.

Cell: (407) 608-0544

Email: bstewart@myepg.com

MEMPHIS
2995 Sandbrook St.
Memphis, TN 38116
P: 901.630.5658
F: 901.630.5659

DEERFIELD BEACH
1907 SW 43rd Terrace
Suites G & H
Deerfield Bch, FL 33442
P: 954.518.9923
F: 954.518.9926

ATLANTA
4410 Wendell Dr SW
Atlanta, GA 30336
P: 404.693.9700
F: 404.693.9690

CORPORATE
2525 Clarcona Rd.
Apopka, FL 32703
P: 407.798.0004
F: 407.798.0013

ROVVER X

AGILE, INTELLIGENT **SEWER INSPECTION SYSTEM**





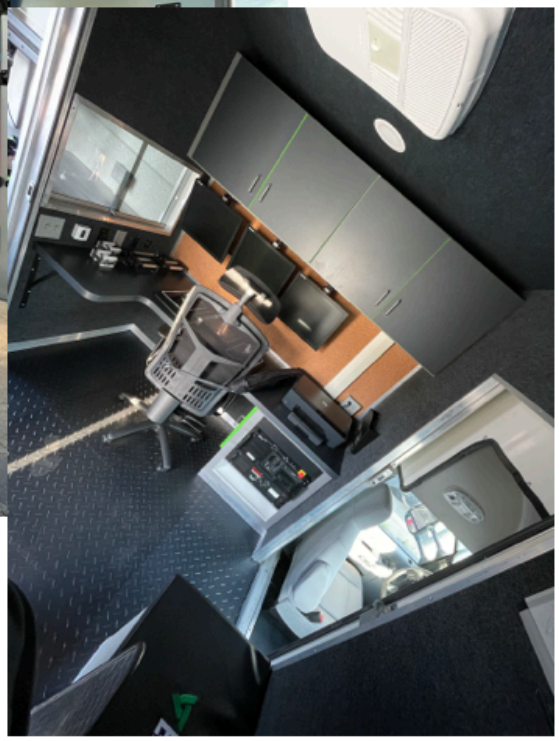
ENVIROSIGHT

Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

(Build will vary based on specifications)







Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

ENVIROSIGHT

UNDERGROUND UNDERSTOOD



DIESEL GENERATOR
DRY FREIGHT

KEY FEATURES

OPERATOR STUDIO	solid bulkhead wall with sliding smoked window and pass-through door with aluminum kick plate • Formica desk with outlets above and below • cork board wall above desk surface • storage cabinet • hinged bench seat with cushion and storage beneath • overhead recessed LED lighting • 19" Tru-Vu monitor • high-back operator chair • carpeted walls and ceiling • safety light switches in truck cab • rack cabinet (for computer/DVD-RW) • rack-mount UPS device • wall file • black-treaded rubber floor • video distribution booster • battery-operated carbon monoxide detector • USB charger/12V receptacle combo	• 13,500-BTU roof air conditioner with 5600-BTU heat strip controlled via digital thermostat • built-in 2-drawer file cabinet and locker above
EQUIPMENT BAY	enclosed generator compartment with maintenance access • stainless steel work surfaces • built-in heavy-duty storage/tool box • vertical crawler drawer • rear-facing 19" Tru-Vu monitor • storage cabinet behind crawler drawer • wash-down system (on-demand pump, lighted switch, 18-gallon tank with exterior fill, 25' retractable hose reel) • overhead recessed LED lights • plywood ceiling/walls covered with gray FRP • aluminum storage shelf and caddy with trash can • rubber glove dispenser	• tool package (manhole hook, pick, sledge hammer and shovel, all mounted on aluminum brackets)
POWER	shore power cord with 120V wall adapter • breaker box • auto-transfer switch • 12V fuse block • wall-mount start/stop/hour meter	• 6.0 kW Onan super-quiet diesel-on-diesel (dedicated battery under chassis in battery box)
EXTERIOR	rear barn doors with latches/locks • side door with step well with flip-up latchable cover • Chicago-style bumper • hitch • custom Envirosight mud flaps • tie-off clamp on rear bumper	• corner-mounted LED spotlights • front roof-mounted LED strobe • rear LED arrow board
MISCELLANEOUS	hand sanitizer • hand cleaner • paper towels • rubber gloves • first-aid kit • fire extinguisher • Simple Green • dry-erase board • traffic cones • counter mat • remote mount • lanyard • front bumper cone storage	• back-up camera • back-up alarm

Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

Village of Palm Springs, FL	**Envirosight Pipeline CCTV Truck**	11/16/2023
	ALL PRICING DIRECT FROM SOURCEWELL PURCHASE CONTRACT #120721-EVS	Sourcewell Awarded Contract Contract # 120721-EVS
Item	**Description**	**Contract Price**
	F-550 Chassis and 16' Box Build-out	
F5H F-550	Ford F-Series F-550 XL 4WD Diesel, Reg Cab 205" WB 120" CA, Oxford White, with a 16' Supreme Dry Freight box.	$ 120,994.50
14' Dry Freight Diesel Generator Build	6.0KW Onan diesel super quiet generator, Includes Roof mounted A/C with digital thermostat, 2 drawer filing cabinet, tool package, corner mounted LED spotlights, front roof mounted strobe, rear LED arrow board, backup camera, backup alarm, and water wash down system with retractable hose reel.	$ 57,576.19
Upgrade to 16' Generator Build (from 14')	Upgrade to 16' Box build-out	$ 1,070.00
Underbody Generator Mount	Underbody generator mount	$ 642.00
Underbody Toolboxes	(2) Underbody Mounted Toolboxes, unpublished option.	$ 3,995.00
19" Tru-Vu Monitor	Additional for rackmount computer	$ 1,243.24
27" Rear Facing Monitor	27" Rear Facing Monitor Upgrade (from 19")	$ 856.00
Sink	Sink in equipment room	$ 2,140.00
110v Swing out Light	Additional lighting	$ 387.24
Lifting Aid	Lifting Aid Crane to raise/lower gear in manhole	$ 4,590.91
Printer	Color printer with ink	$ 611.43
H-Rackmount-01	Rackmount computer	$ 3,026.57
H-AverCard	Aver Media Card PCI for digital video capture on computer	$ 478.95
VX-Expert-1-SUB	WinCan VX Expert annual software license and support plan	$ 5,146.19
	Envirosight Pipeline CCTV Equipment	
E-RX-SYS-PRO-21-L	Mainline Camera System - Includes DCX5000 Desktop Controller with CCUI, RAX300 cable reel with 1000' cable and reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 16" pipe diameter and integrated electronic lift, RCX90 pan, tilt, zoom camera, pressurization kit, and wireless remote.	$ 114,184.29
Locator	LF2200 Locator wand with hard case	$ 3,097.90
E-559-0900-03	LED Auxiliary Light with Backeye Camera for ROVVER X 130	$ 4,993.33
E-080-0709-00	(4) Small Aggressive QCD Carbide Metal Wheels for 6" diameter pipes	$ 1,956.56
E-080-0711-00	(4) Medium Aggressive QCD Carbide Metal Wheels 8"-10" diameter pipes	$ 2,547.50
E-080-0710-00	(4) Large Aggressive QCD Carbide Metal Wheels for 12"-16" diameter pipes	$ 2,608.76
E-080-0704-01	(4) XXL Rubber wheels for 16"-48" diameter pipes	$ 2,384.56
E-000-0035-00	Top Manhole Cable Roller	$ 458.57
E-000-0036-00	2" Tiger Tail Cable Protector	$ 81.52
Transport	Transport and Delivery to Palm Spring, FL	$ 8,000.00
	SUBTOTAL	$ 343,071.21
	SALES TAX	$ 0.00
	TOTAL	**$ 343,071.21**



Brian Stewart | (407) 608-0544 | BStewart@myEPG.com

TOTAL SALE PRICE = $343,071.21

***Price valid through 12/31/23**

VILLAGE OF PALMS SPRINGS, FL SOURCEWELL ACCOUNT #85582

Thanks for the opportunity to earn your business!

Please reply to:

Brian Stewart, Inspection Division Manager

Environmental Products Group, Inc.
700 Hermit Smith Road
Apopka, FL 32703
Cell: (407) 608-0544
Email: bstewart@myEPG.com



ENVIROSIGHT



Link to Sourcewell Purchase Contract:

https://www.sourcewell-mn.gov/cooperative-purchasing/120721-evs

Please don't hesitate to call with questions, or if you need any additional information.
Thank you for your interest and the opportunity to earn your business.

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #7: Authorize Monitoring System and Valve Purchase - Single Source Purchase - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - AirVac

SUMMARY: The Utilities Department is recommending the purchase of a monitoring system and replacement valves for the Village's three (3) Vacuum Sewer Stations. The sewer system is a proprietary system provided by AirVac, and it is recommended that we utilize their patented parts and supplies within our vacuum sewer system. The vacuum sewer system currently has no remote monitoring, which leads to extended time to diagnose issues and increased frustration for our utility customers. Additionally, the valves within the vacuum sewer pits need to be replaced due to age and to be compatible with the remote monitoring system. This project has been reprioritized as a primary focus for the Utilities Department due to the failures of the vacuum sewer system and the inconveniences those failures have caused our customers. Due to these failures, during FY 2023, the Utilities Department requested AirVac evaluate the vacuum sewer system and make recommendations to ensure reliable service for our customers. The items included for approval are part of the recommendations made by AirVac and confirmed by our staff and consultants to improve the performance and reliability of the vacuum sewer system.

AirVac has provided a letter outlining the proprietary nature of this system and that the parts and supplies would only be available directly from their company. The proposed Agreement to purchase parts and supplies would be similar to the existing pricing that the Village is currently receiving. Thus, it is recommended to authorize the Village to make the necessary AIRVAC parts purchases under the Single Source purchasing provision within the Village's purchasing code:

Within the FY 2024 Budget, the Village Council approved the purchase of a Vacuum Sewer Station Monitoring System for $175,000.00. AirVac has provided the Village with quotes to provide the monitoring system, valves, and needed components for $1,423,936.88. The Utilities Department will be utilizing funding from two other projects that were approved within the FY 2024 Budget to complete this project. The Well No. 14 Replacement ($1,200,000.00) and Water Main Capacity Improvement ($892,783.00) projects will be started later in the fiscal year to utilize those budgets to cover the Vacuum Sewer Station Monitoring. The Vacuum Sewer Station Monitoring project has become a larger priority to complete due to the effect it has on our residential and commercial customers. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional cost at a later date.

The Village's Purchasing Code - Section 58-7. Single source purchases, provides that upon receipt of justification from the user department and/or the proposed single source, the finance department may select a single source without competition if, after conducting a search for available sources, the finance department together with the user department determine that only a single source is practicable

or for other reasons single source is in the best interest of the Village. Upon determination of a single source, contract negotiations shall commence with the single source. If contract terms are agreed upon and the single source purchasing is anticipated to have a total value of $25,000 or less, a contract between the Village and the single source may be approved and executed by the Village Manager. If contract terms are agreed upon and the single source purchase is anticipated to have a total value of more than $35,000, the Council must approve the contract between the Village and the single source.

If the single source purchase is approved, the Village would accept AirVac's pricing including all terms and conditions therein.

The proposed quotes were prepared by AirVac and reviewed by the Utilities Supervisor, Utilities Director, Assistant Utilities Director, and the Finance Director.

The Village has worked with the proposed vendor previously and has 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. Airvac Monitoring Vac 1 - Quote
2. Airvac Monitoring Vac 2 - Quote
3. Airvac Monitoring Vac 3 - Quote
4. Airvac Valves - Quote
5. Airvac Support Labor - Quote

Airvac

Palm Springs - Station 1
Estimate for Wireless Monitoring System
November 8, 2023

TO BE MONITORED

# valve pits	single buffer tanks	dual buffer tanks	Vacuum main monitoring	Total # valves to be monitored
45	0	0	2	47

AIRVAC SUPPLY

LoRa Network Hardware

1	SMART Plus Monitoring panel	944000048		11,247.94
1	Gateway Unit	940000103		4,679.58
0	Gateway unit remote	940000103r		0.00
1	Station SCADA Hardware Full	940000144		1,950.00
1	Piping antenna mount	940000063		954.90
0	N/A Integration	94-N/A		0.00
1	UPS Battery backup	991200227		361.39
1	Wired Router	991200228		585.00
1	Installation accessories for AVMS	AVMSINSTALL-PB		372.39
			Sub-total - Station related	$20,151.20

Vacuum valve monitoring

43	Wireless node - vacuum valve monitoring unit	940000110		$23,030.80
0	Wireless node - other nodes	940000110		$0.00
47	M12-1 Cable 35ft	940000095		$4,344.21
0	Separate AVMS bracket if required	AVMS128		$0.00
0	-	0		$0.00
43	Pedestal	940000030		$5,178.49
0	None (For high Sewage level)	-		$0.00
0	Valve No Update	-		$0.00
			Sub-total pit related	$32,553.50
				$723.41 /valve

Optional Items

2	Vacuum main monitoring package - Low Speed	940000066		2,702.88
2	SMART System Remote Unit	944000049		7,649.30
2	SMART Remote Install Kit	944000061		4,905.26
			Sub-total optional	$15,257.44
			TOTAL - AIRVAC PRODUCT SUPPLY	$67,962.14

System Design & programming (by Airvac)

0	Site visit - preliminary design	SV-Prelim		$0.00
1	Site visit - system setup and startup	SV-Startup		$4,875.00
47	System configuration and programming	SV-Config		$1,527.50
0	Installation labor	SV-Install		$0.00
0	Onsite software training	SV-Train		$0.00
			TOTAL - AIRVAC SERVICES SUPPLY	$6,402.50
			TOTAL AIRVAC SUPPLY	$74,364.64

OPERATING COSTS - BY CUSTOMER

1	Internet connection fee	Req'd at a Scada Server by customer ISP	$55.00 /mo	$55.00 /mo
0	Cellular communication data fee	If required	$55.00 /mo	$0.00 /mo
1	Airvac Monitoring Service Fee	Web Cloud Service	$150.00 /mo	$1,800.00 /yr
1	Airvac SMART System Service Fee	Web Cloud Service	$150.00 /mo	$1,800.00 /yr
47	Battery replacement by project operator	Pit radio battery - every 3 to 5 years	$123.50 /ea	$5,804.50

This is not a price quotation. It is a preliminary estimate based upon limited project information available at the time this was prepared.
An actual quotation will require final project drawings, a site visit, review of existing Airvac valve model and valve pit style, air terminals for mounting nodes, review of radio communication conflicts and project specifics. Internet connection requires fixed IP address.

Airvac

Palm Springs - Station 1
Estimate for Wireless Monitoring System

November 8, 2023

ESTIMATED INSTALLATION LABOR - BY OWNER/CONTRACTOR					
Installation labor					
43	Pedestal				
43	Conduit installation to valve pit		20%	of pit & main product cost	$13,592.43
0	Valve update kit install				
0	Breather update kit or Float install				
1	Install Piping antenna mount		30%	of vacuum station product	$6,045.36
1	Install system hardware at vacuum station				
	Project Hired Local Contractor Installation Estimate			**Sub-Total**	$19,637.79

ESTIMATED TOTAL COSTS	
AIRVAC SUPPLY PRODUCT + ESTIMATED LOCAL CONTRACTOR INSTALLATION LABOR	$94,002.43

Airvac

Palm Springs - Station 2
Estimate for Wireless Monitoring System
November 8, 2023

TO BE MONITORED				
# valve pits	single buffer tanks	dual buffer tanks	Vacuum main monitoring	Total # valves to be monitored
212	0	0	3	215

AIRVAC SUPPLY

LoRa Network Hardware				
1	SMART Plus Monitoring panel	944000048		11,247.94
1	Gateway Unit	940000103		4,679.58
1	Gateway unit remote	940000103r		5,460.00
1	Station SCADA Hardware Full	940000144		1,950.00
2	Piping antenna mount	940000063		1,909.80
0	N/A Integration	94-N/A		0.00
2	UPS Battery backup	991200227		722.78
2	Wired Router	991200228		1,170.00
2	Installation accessories for AVMS	AVMSINSTALL-PB		744.78
			Sub-total - Station related	$27,884.88
Vacuum valve monitoring				
209	Wireless node - vacuum valve monitoring unit	940000110		$111,940.40
0	Wireless node - other nodes	940000110		$0.00
215	M12-1 Cable 35ft	940000095		$19,872.45
0	Separate AVMS bracket if required	AVMS128		$0.00
0	-	0		$0.00
209	Pedestal	940000030		$25,169.87
0	None (For high Sewage level)	-		$0.00
0	Valve No Update	-		$0.00
			Sub-total pit related	$156,982.72
				$740.48 /valve
Optional Items				
3	Vacuum main monitoring package - Low Speed	940000066		4,054.32
3	SMART System Remote Unit	944000049		11,473.95
3	SMART Remote Install Kit	944000061		7,357.89
			Sub-total optional	$22,886.16
			TOTAL - AIRVAC PRODUCT SUPPLY	$207,753.76
System Design & programming (by Airvac)				
0	Site visit - preliminary design	SV-Prelim		$0.00
1	Site visit - system setup and startup	SV-Startup		$4,875.00
215	System configuration and programming	SV-Config		$6,987.50
0	Installation labor	SV-Install		$0.00
1	Onsite software training	SV-Train		$1,300.00
			TOTAL - AIRVAC SERVICES SUPPLY	$13,162.50
			TOTAL AIRVAC SUPPLY	$220,916.26

OPERATING COSTS - BY CUSTOMER

1	Internet connection fee	Req'd at a Scada Server by customer ISP	$55.00 /mo	$55.00 /mo
0	Cellular communication data fee	If required	$55.00 /mo	$0.00 /mo
1	Airvac Monitoring Service Fee	Web Cloud Service	$150.00 /mo	$1,800.00 /yr
1	Airvac SMART System Service Fee	Web Cloud Service	$150.00 /mo	$1,800.00 /yr
215	Battery replacement by project operator	Pit radio battery - every 3 to 5 years	$123.50 /ea	$26,552.50

This is not a price quotation. It is a preliminary estimate based upon limited project information available at the time this was prepared.
An actual quotation will require final project drawings, a site visit, review of existing Airvac valve model and valve pit style, air terminals for mounting nodes, review of radio communication conflicts and project specifics. Internet connection requires fixed IP address.

Airvac

Palm Springs - Station 2
Estimate for Wireless Monitoring System

November 8, 2023

ESTIMATED INSTALLATION LABOR - BY OWNER/CONTRACTOR					
Installation labor					
209	Pedestal				
209	Conduit installation to valve pit		20%	of pit & main product cost	$41,550.75
0	Valve update kit install				
0	Breather update kit or Float install				
2	Install Piping antenna mount		30%	of vacuum station product	$8,365.46
1	Install system hardware at vacuum station				
	Project Hired Local Contractor Installation Estimate			**Sub-Total**	$49,916.22

ESTIMATED TOTAL COSTS	
AIRVAC SUPPLY PRODUCT + ESTIMATED LOCAL CONTRACTOR INSTALLATION LABOR	$270,832.48

Airvac

Palm Springs - Station 3
Estimate for Wireless Monitoring System
November 8, 2023

TO BE MONITORED

# valve pits	single buffer tanks	dual buffer tanks	Vacuum main monitoring	Total # valves to be monitored
180	0	0	2	182

AIRVAC SUPPLY

LoRa Network Hardware

1	SMART Plus Monitoring panel	944000048		11,247.94
1	Gateway Unit	940000103		4,679.58
1	Gateway unit remote	940000103r		5,460.00
1	Station SCADA Hardware Full	940000144		1,950.00
2	Piping antenna mount	940000063		1,909.80
0	N/A Integration	94-N/A		0.00
2	UPS Battery backup	991200227		722.78
2	Wired Router	991200228		1,170.00
2	Installation accessories for AVMS	AVMSINSTALL-PB		744.78
			Sub-total - Station related	$27,884.88

Vacuum valve monitoring

178	Wireless node - vacuum valve monitoring unit	940000110		$95,336.80
0	Wireless node - other nodes	940000110		$0.00
182	M12-1 Cable 35ft	940000095		$16,822.26
0	Separate AVMS bracket if required	AVMS128		$0.00
0	-	0		$0.00
178	Pedestal	940000030		$21,436.54
0	None (For high Sewage level)	-		$0.00
0	Valve No Update	-		$0.00
			Sub-total pit related	$133,595.60
				/valve

Optional Items

2	Vacuum main monitoring package - Low Speed	940000066		2,702.88
2	SMART System Remote Unit	944000049		7,649.30
2	SMART Remote Install Kit	944000061		4,905.26
			Sub-total optional	$15,257.44
			TOTAL - AIRVAC PRODUCT SUPPLY	$176,737.92

System Design & programming (by Airvac)

0	Site visit - preliminary design	SV-Prelim		$0.00
1	Site visit - system setup and startup	SV-Startup		$4,875.00
182	System configuration and programming	SV-Config		$5,915.00
0	Installation labor	SV-Install		$0.00
0	Onsite software training	SV-Train		$0.00
			TOTAL - AIRVAC SERVICES SUPPLY	$10,790.00
			TOTAL AIRVAC SUPPLY	$187,527.92

OPERATING COSTS - BY CUSTOMER

1	Internet connection fee	Req'd at a Scada Server by customer ISP	$55.00 /mo	$55.00 /mo
0	Cellular communication data fee	If required	$55.00 /mo	$0.00 /mo
1	Airvac Monitoring Service Fee	Web Cloud Service	$150.00 /mo	$1,800.00 /yr
1	Airvac SMART System Service Fee	Web Cloud Service	$150.00 /mo	$1,800.00 /yr
182	Battery replacement by project operator	Pit radio battery - every 3 to 5 years	$123.50 /ea	$22,477.00

This is not a price quotation. It is a preliminary estimate based upon limited project information available at the time this was prepared.
An actual quotation will require final project drawings, a site visit, review of existing Airvac valve model and valve pit style, air terminals for mounting nodes, review of radio communication conflicts and project specifics. Internet connection requires fixed IP address.

Airvac

Palm Springs - Station 3
Estimate for Wireless Monitoring System

November 8, 2023

ESTIMATED INSTALLATION LABOR - BY OWNER/CONTRACTOR

Installation labor

178	Pedestal				
178	Conduit installation to valve pit		20%	of pit & main product cost	$35,347.58
0	Valve update kit install				
0	Breather update kit or Float install				
2	Install Piping antenna mount		30%	of vacuum station product	$8,365.46
1	Install system hardware at vacuum station				
		Project Hired Local Contractor Installation Estimate		**Sub-Total**	$43,713.05

ESTIMATED TOTAL COSTS

AIRVAC SUPPLY PRODUCT + ESTIMATED LOCAL CONTRACTOR INSTALLATION LABOR	$231,240.97

Airvac, Inc.
4217 N. Old US Highway 31
Rochester, IN 46975
Tel# 574.223.3980
Tax ID#:35-2749561

Sold-to address
Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

Ship-to address
Village of Palm Springs
360 Davis Road
Palm Springs FL 33461

Repeat printout

Quotation

Number/Date 20127105 / 10/20/2023
Reference no./Date
Sold-To 10000831
Validity period 10/20/2023 to 11/20/2023
Sales person name Southeast
Entered by Becky Murphy

We deliver according to the following conditions:
Currency USD
Terms of payment: Within 45 days without deduction
Terms of delivery: CIP Palm Springs, FL

THIS IS NOT A BILL

US13PAL01P01
*freight not in quote, to be added when invoiced

Item	Material Description	Qty	UoM	Price		Value
000010	AV3-F-NACCESS F'MODEL 3"VLV, BOXED NO ACCES AIRVAC 3in (78mm) Valve with Controller, for use with Sump Breather. ***Refleccts 15% discount***	444.000	EA	1,287.75	USD	571,761.00
000020	935000022 SBPA SUMP BREATHER UPGRADE KIT Pressure activated sump breather with installation parts to upgrade from AVV2 breather to SBPA breather.	444.000	EA	435.00	USD	193,140.00
000030	992000000 PIPE COUPLING 3IN ASSEMBLY	444.000	EA	27.00	USD	11,988.00
000040	NH3-4BAND Heavy Duty 4 Band Clamp	444.000	EA	38.00	USD	16,872.00

Items total				793,761.00
Tax Jur Code Level 1	0.000	%	793,761.00	0.00
Final amount				793,761.00

THIS IS NOT A BILL

Airvac, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Airvac, Inc. as designated [hereinafter Airvac]) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Airvac's terms and conditions published at: www.airvac.com/en/terms-and-conditions and/or that are forwarded with the order request [hereinafter Terms]. These Terms shall control and govern all transactions between Buyer and Airvac, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form)for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Airvac shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations are proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Airvac expressly agrees, in writing, to such additional or different terms.

Airvac, Inc.
4217 N. Old US Highway 31
Rochester, IN 46975
Tel# 574.223.3980
Tax ID#:35-2749561

Airvac

Sold-to address
Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

Ship-to address
Village of Palm Springs
360 Davis Road
Palm Springs FL 33461

Repeat printout

Quotation

Number/Date 20127108 / 10/20/2023
Reference no./Date
Sold-To 10000831
Validity period 10/20/2023 to 11/20/2023
Sales person name Southeast
Entered by Becky Murphy

We deliver according to the following conditions:
Currency USD
Terms of payment: Within 45 days without deduction
Terms of delivery: CIP Palm Springs, FL

THIS IS NOT A BILL

US13PAL01S01

Item	Material Description	Qty	UoM	Price		Value
000010	NS-SERVICE CONT SERVICE DEPARTMENT Block Service fees for 200 hours. Price reflects 20% discount on labor. Services must be booked in no less that weekly increments. Travel expenses included.	1.000	EA	34,100.00	USD	34,100.00
Items total						34,100.00
Tax Jur Code Level 1		0.000	%	34,100.00		0.00
Final amount						34,100.00

Airvac, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Airvac, Inc. as designated [hereinafter Airvac]) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Airvac's terms and conditions published at: www.airvac.com/en/terms-and-conditions and/or that are forwarded with the order request [hereinafter Terms]. These Terms shall control and govern all transactions between Buyer and Airvac, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form)for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Airvac shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations are proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Airvac expressly agrees, in writing, to such additional or different terms.

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #8: Submersible Pump Purchase - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.

SUMMARY: The Utilities Department must replace twelve (12) aging wastewater pumps at lift stations throughout the Village's utility service area with submersible pumps. Failures and inefficiencies were noticed with the pumps that had to be replaced. It's anticipated that the Village will save money through reduced electricity, staff maintenance costs, etc., by upgrading the pumps to newer, more reliable, and efficient submersible pumps. Our utility customers will benefit from improved operational efficiency.

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 each of the three 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 additional one (1) year terms.

Through the existing agreement with PSI Technologies, the staff was able to obtain the following proposed cost for the purchase of twelve (12) submersible wastewater pumps:

Item	Amount
Waterview Back Liftstation (2 Pumps) PSI Technologies	$16,900.00
Palm Springs Apartments (2 Pumps) PSI Technologies	$19,500.00
Waterview Front Liftstation (2 Pumps) PSI Technologies	$23,600.00
Autocare Liftstation (2 Pumps) PSI Technologies	$26,800.00
Beach & Ardel Liftstation (2 Pumps) PSI Technologies	$26,800.00
Idaway Liftstation (2 Pumps) PSI Technologies	$26,800.00
Total	**$140,400.00**

The approved FY 2024 Budget - Water & Sewer Fund included $140,000 for the purchase of

replacement lift station pumps.

The proposed quotes were prepared by PSI Technologies and reviewed by the Utilities Supervisor, 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. Waterview Back Quote - PSI Technologies
2. Waterview Front Quote - PSI Technolgies
3. Auto Care Quote - PSI Technologies
4. Beach and Ardel Quote - PSI Technologies
5. Idaway Quote - PSI Technologies
6. Palm Springs Apartments Quote - PSI Technologies

PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Waterview Back LS – 6 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	10-16-2023
Contact:	Stephen Michlik	Quote#:	TK1026-2023
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 5 HP **Electrical = 230V/3PH**		
	Based on HOMA AMX434-155 – 5.5 HP		
2	Wilo pump model # FA10.51-150/ FK17.1-4/8K-Ex - 4" Submersible Pump, 6.2 HP, 1740 rpm 230V / 3phase / 18.8 FLA - w/40' Power & Thermal Cable Only, 150 mm impeller, includes SS Lifting Bail and 4" WILO (twin rail) pump adapter (installed).	$8,450.00	**$16,900.00**
	Pump curve attached for reference		
	List Price = $12,071.00		
	Lead Time / 3-4 weeks		
	Delivery Included		
	Total		**$16,900.00**

Accepted By / Date: _____

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

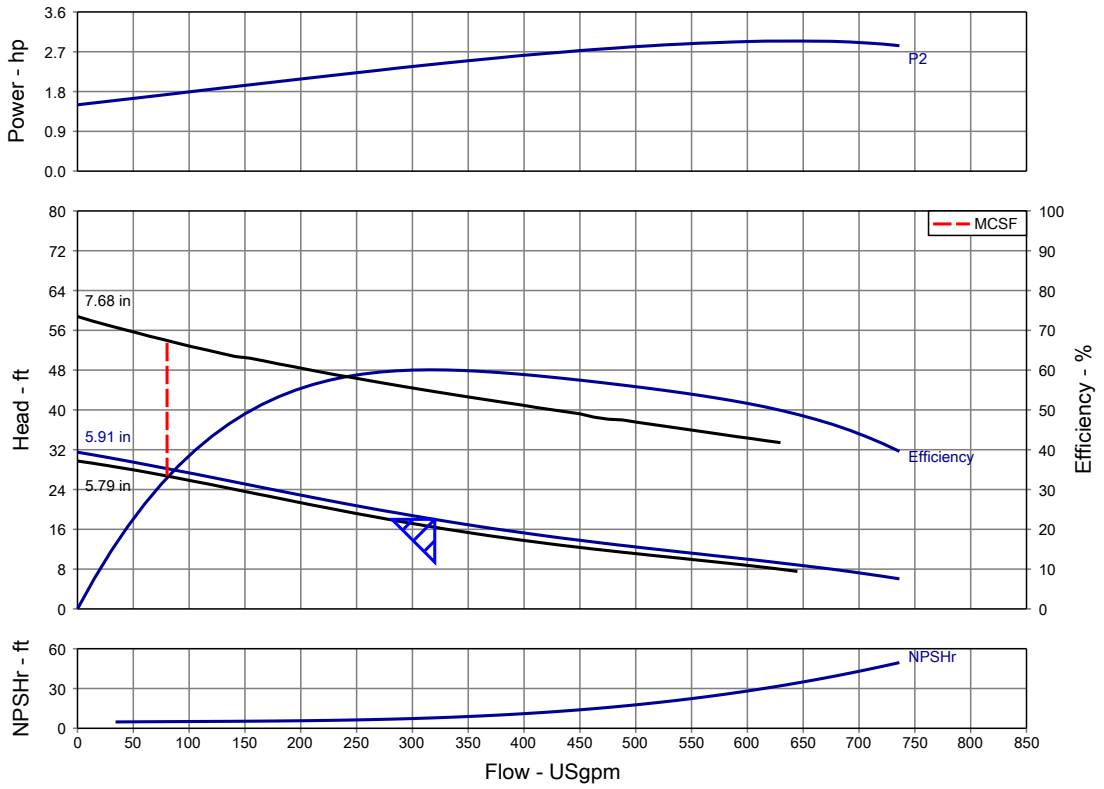
Customer :
Reference :

Pump Performance Datasheet

Wilo Quotation System 23.3.0

Item number	: 001	Size	: EMU FA10.51E with Motor FK17.1-4/8K-Ex
Service	:		
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.51E 1740
		Article Number	:
		Date last saved	: 16 Oct 2023 10:43 AM

Operating Conditions		**Liquid**	
Flow, rated	: 320.0 USgpm	Liquid type	: Water
Differential head / pressure, rated (requested)	: 18.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 18.00 ft	Solids Diameter, required / pump max	: 0.00 in / 3.90 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed criteria	: Synchronous	Vapor pressure, rated	: 0.34 psi.a
Speed, rated	: 1745 rpm	**Material**	
Impeller diameter, rated	: 5.91 in	Material selected	: Standard
Impeller diameter, maximum	: 7.68 in	**Pressure Data**	
Impeller diameter, minimum	: 5.79 in	Maximum working pressure	: 13.34 psi.g
Efficiency	: 60.08 %	Maximum allowable working pressure	: N/A
NPSH required / margin required	: 7.89 / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 2,286 / 8,736 US Units	Hydrostatic test pressure	: N/A
MCSF	: 80.23 USgpm	**Driver & Power Data (@Max density)**	
Head, maximum, rated diameter	: 30.83 ft	Driver sizing specification	: Maximum power
Head rise to shutoff	: 75.00 %	Margin over specification	: 0.00 %
Flow, best eff. point	: 317.0 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 100.96 %	Power, hydraulic	: 1.45 hp
Diameter ratio (rated / max)	: 76.92 %	Power, rated	: 2.42 hp
Head ratio (rated dia / max dia)	: 38.52 %	Power, maximum, rated diameter	: 3.01 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 6.20 hp / 4.62 kW
Selection status	: Acceptable		



Construction Datasheet

EMU FA10.51E with Motor FK17.1-4/8K-Ex

Customer	:
Customer Referance	:
Item Number	: 001
Service	:
Quanity of Pumps	: 1

Quote Number	: 1085268
Pump Size	: EMU FA10.51E with Motor FK17.1-4/8K-Ex
Stages	: 1
Speed	: 1745 rpm
Date Last Saved	: 16 Oct 2023 10:43 AM

Duty Point Data

Flow	: 320.0 USgpm
Head	: 18.00 ft
Shaft Power	: 2.42 hp
Pump Efficiency	: 60.08 %
Fluid	: Water
Speed	: 1745 rpm

Construction

Installation Type	: Wet Pit
Free Passage	: 3.90 in

Suction Port	**Pressure Rating**	**PN10**
	Rated Diameter	**4" ANSI Class 125**
	Standard	**EN1092-2-S**
Discharge Port	**Pressure Rating**	**PN10**
	Rated Diameter	**4" ANSI Class 125**
	Standard	**EN1092-2-D**

Materials

Material Combination Code	: 59
Pump Housing	: Grey Cast Iron, ASTM A48 Class 35/40B
Impeller	: Grey Cast Iron, ASTM A48 Class 35/40B
Stationary Wear Ring	: ANSI 304 CF8 / ASTM A351 Gr.CF8
Mobile Wear Ring	: ANSI 329 (2205) / ANSI 329
Suction Port	: -

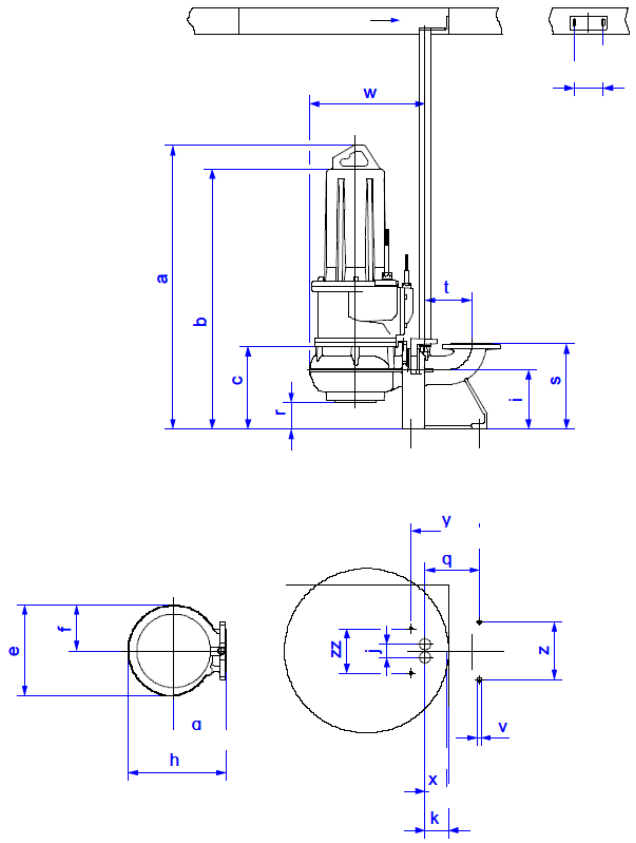
Weights

Weight of Pump End	: 57.32 lb
Weight of Motor	: 187.4 lb
Weight of Unit	: 244.7 lb

Driver Information

Motor Name	: FK17.1-4/8K-Ex 6.2 HP
Motor Voltage	: 3/60/230V
Rated Power	: 6.20 hp
Rated Speed	: 1660 rpm
Power Input with Rated Power (P1)	: 8.45 hp
Current Input with Rated Power (FLA)	: 18.80 A
Efficiency with Rated Power	: 73.00 %
Cos Phi with Rated Power	: 0.85
Cos Phi with Starting Power	: 0
Starting Current, Direct Starting (LRA)	: 72.00 A
Starting Current, Star-Delta	: 24.00 A
Starting Torque	: 0.56 hp/100 rpm
Inertia Moment	: 0.17 lb.ft2
Max. Fluid Temperature	: 104.0 deg F
Starts per Hour, Max.	: 15
Degree of Protection	: IP 68
Selected Explosion Protection	: FM
	:
	:

General Arrangment Drawing



Dimensions	
Well Type	Wet Pit
a	37.40
b	12.20
c	12.20
d	4.33
e	13.58
f	7.01
g	7.87
h	14.69
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.33
s	12.80
t	6.93
v	0.53
w	17.24
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.51E with Motor FK17.1-4/8K-Ex	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		

EMU FA10.51E with Motor FK17.1-4/8K-Ex	REV

Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

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

I. **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. THEWARRANTIES 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 Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Waterview Front LS – 15 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	10-16-2023
Contact:	Stephen Michlik	Quote#:	TK1024-2023
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 15 HP **Electrical = 230V/3PH**		
	Based on 25 to 45 PSI		
2	Wilo pump model # FA10.34-258/FK202-4/17 - 4" Submersible Pump, 15.4 HP, 1740 rpm 230V / 3phase / 43 FLA - w/40' Power & Thermal Cable Only, 258 mm impeller, includes SS Lifting Bail and 4" WILO (twin rail) pump adapter (installed).	$11,800.00	**$23,600.00**
	Pump curve attached for reference		
	List Price = $16,857.00		
	Lead Time / 3-4 weeks		
	Delivery Included		
	Total		**$23,600.00**

Accepted By / Date: _____

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

Project: Created on: 2023-10-16
Project number: Created by:

Technical data with motor

Submersible sewage pump FA 10.34E FK 202-4/17

Pump							
Pump type		FA 10.34E		Installation type		Suspension device	
Impeller Ø	max. possible	278	mm			DN100/2RK 51.17585	
	standard	258	mm	Free passage		80	mm
	designed	258	mm	Suction port	Pressure rating	PN10	
	min. possible	234	mm		Rated diameter	DN100	
Nominal speed		1740	1/min		Standard	EN1092-2-S	
Frequency		60	Hz	Discharge port	Pressure rating	PN10	
Impeller type		Single-channel			Rated diameter	DN100	
Impeller construction		Closed			Standard	EN1092-2-D	

Weights					
Weight of pump end	max. 105.8	lb	Weight of unit	max. 368.2	lb
Weight of motor	262.3	lb			

Materials			
Pump housing	EN-GJL-250		
Stationary wear ring	1.4308		
Impeller	EN-GJL-250		
Mobile wear ring	1.4462/1.4470		

Motor					
Motor name	FK 202-4/17		Number of poles	4	
Rated power	15.5	hp	Rated speed	1700	rpm
Power input with rated power				19.6	hp
Rated voltage				460 ~3	V
Current input with rated power				21.5	A
Efficiency with rated power				79	%
cos phi with rated power	0.86		Rated frequency	60	Hz
cos phi with starting	0.55		Operation type wet	S1	
Starting current, direct starting	88	A	Operation type dry	S1	
Starting current, star-delta	30	A	Max. fluid temperature	140	°F
Starting torque	92	lbf ft	Starts per hour max.	15	
Inertia moment	0.8163	lb ft²	Degree of protection	IP 68	
Sel. explosion protection	--		Ex-number	--	
Ex-designation	--				
Motor connection cable			4x2,5 NSSHÖU		

Duty point data					
Volume flow		US g.p.m.	Fluid	Water, pure	
Head		ft	Required pump NPSH		ft
Shaft power P_2		hp	Speed	1717	rpm
Pump efficiency		%	Total efficiency	$= \frac{P_2 * \text{Pump efficiency}}{P_1}$	
Power input P_1		hp			

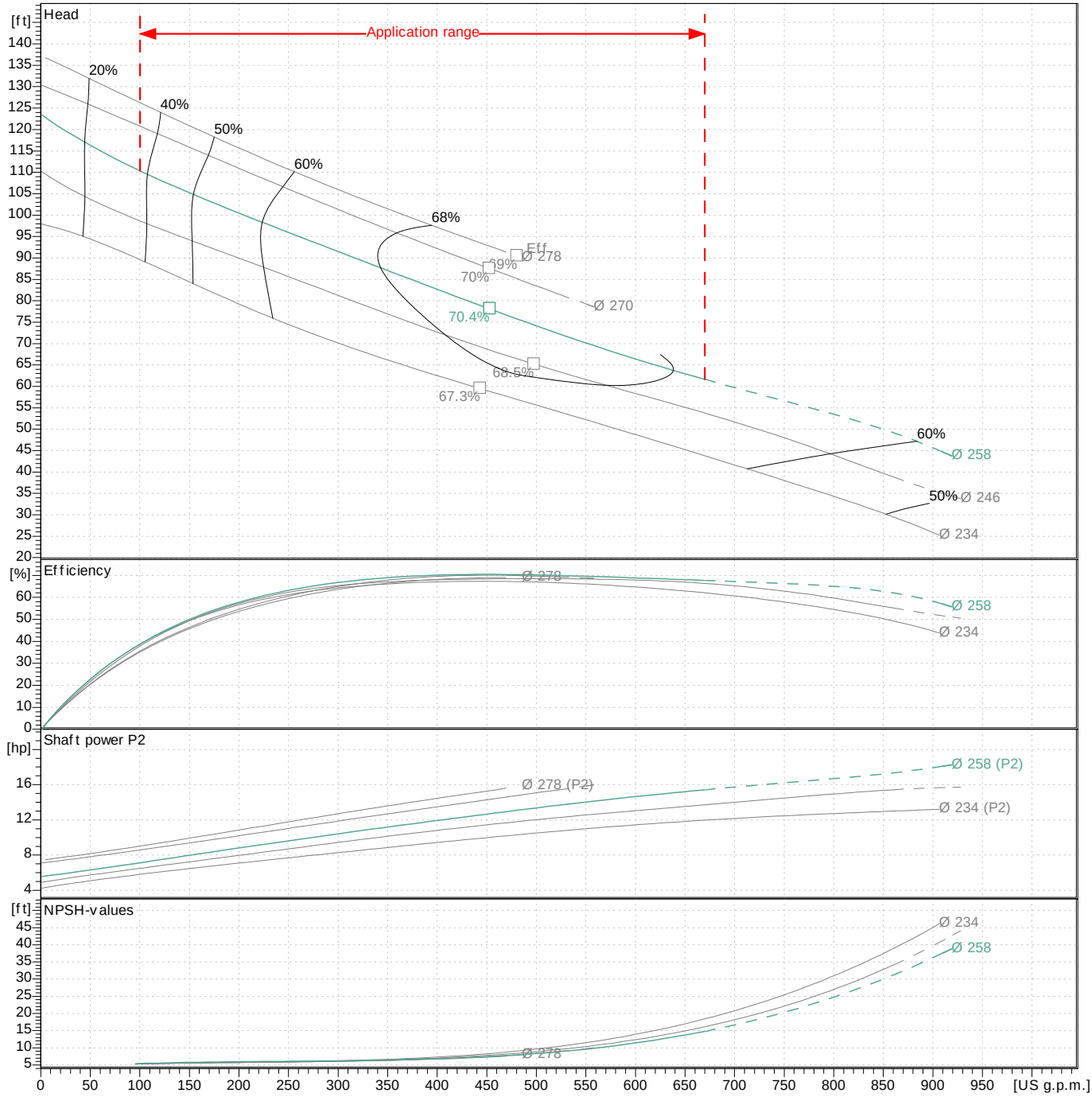
Project:
Project number:

Created on: 2023-10-16
Created by:

Performance curves with motor

Submersible sewage pump FA 10.34E FK 202-4/17

Power data referred to: Water, pure [100%] ; 68°F; 62.322lb/ft³; 1.0818E-5ft²/s
Tolerance as per ISO 9906 / Annex A.2



Pump				Duty point data			
Impeller Ø	designed	258	mm	Volume flow			US g.p.m.
Nominal speed		1740	rpm	Head			ft
Frequency		60	Hz	Shaft power	P_2		hp
Impeller type		Single-channel		Pump efficiency			%
Motor				Power input	P_1		hp
Rated power		15.5	hp	Required pump NPSH			ft
Sel. explosion protection		--		Speed		1717	rpm

Project:
Project number:

Created on: 2023-10-16
Created by:

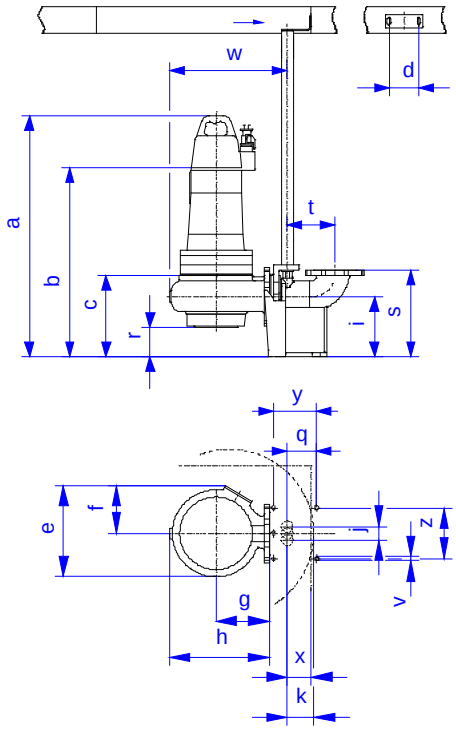
Technical data

with motor

Submersible sewage pump

FA 10.34E

FK 202-4/17



Dimensions in mm				Connections
a	1072	r	120	Suction port DN100 PN10
b	965	s	325	
c	301	t	176	
d	110	v	15	
e	404	w	513	Discharge port DN100 PN10
f	210	x	90	
g	245	y	160	
h	448	z	190	
i	225			Suspension device DN100/2RK 51.17585
j	50			
k	98			
q	109			

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

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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.

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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 Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Auto Care – 15 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	10-16-2023
Contact:	Stephen Michlik	Quote#:	TK1022-2023
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 15 HP Electrical = 230V/3PH		
	Based on HOMA AMX434-250 with 230 GPM draw down		
2	Wilo pump model # FA10.65-240/FK202-4/17 - 4" Submersible Pump, 15.4 HP, 1740 rpm 230V / 3phase / 43 FLA - w/40' Power & Thermal Cable Only, 240 mm impeller, includes SS Lifting Bail and 4" BPI pump adapter (installed).	$13,400.00	**$26,800.00**
	Pump curve attached for reference		
	List Price = $19,143.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$26,800.00**

Accepted By / Date: _____

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

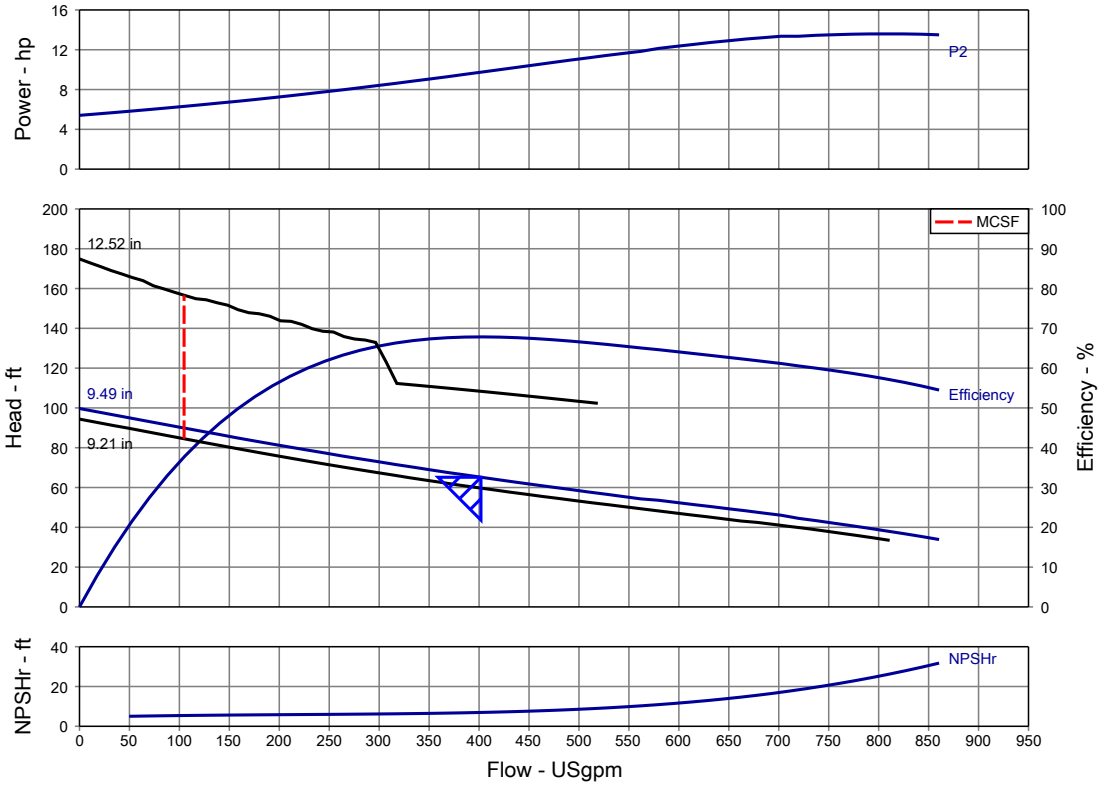
Customer :
Reference :

Pump Performance Datasheet

Wilo Quotation System 23.3.0

Item number	: 001	Size	: EMU FA10.65E with Motor FK202-4/17
Service	:		
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.65E 1740
		Article Number	:
		Date last saved	: 16 Oct 2023 8:26 AM

Operating Conditions		**Liquid**	
Flow, rated	: 401.9 USgpm	Liquid type	: Water
Differential head / pressure, rated (requested)	: 65.14 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 65.14 ft	Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed criteria	: Synchronous	Vapor pressure, rated	: 0.34 psi.a
Speed, rated	: 1735 rpm	**Material**	
Impeller diameter, rated	: 9.49 in	Material selected	: Standard
Impeller diameter, maximum	: 12.52 in	**Pressure Data**	
Impeller diameter, minimum	: 9.21 in	Maximum working pressure	: 41.74 psi.g
Efficiency	: 67.85 %	Maximum allowable working pressure	: N/A
NPSH required / margin required	: 6.96 / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,228 / 10,085 US Units	Hydrostatic test pressure	: N/A
MCSF	: 104.7 USgpm	**Driver & Power Data (@Max density)**	
Head, maximum, rated diameter	: 96.44 ft	Driver sizing specification	: Maximum power
Head rise to shutoff	: 53.04 %	Margin over specification	: 0.00 %
Flow, best eff. point	: 401.9 USgpm	Service factor	: 1.15 (used)
Flow ratio, rated / BEP	: 100.00 %	Power, hydraulic	: 6.61 hp
Diameter ratio (rated / max)	: 75.79 %	Power, rated	: 9.74 hp
Head ratio (rated dia / max dia)	: 44.58 %	Power, maximum, rated diameter	: 14.63 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 15.50 hp / 11.56 kW
Selection status	: Acceptable		



Construction Datasheet

EMU FA10.65E with Motor FK202-4/17

Customer	:
Customer Referance	:
Item Number	: 001
Service	:
Quanity of Pumps	: 1

Quote Number	: 1085268
Pump Size	: EMU FA10.65E with Motor FK202-4/17
Stages	: 1
Speed	: 1735 rpm
Date Last Saved	: 16 Oct 2023 8:26 AM

Duty Point Data

Flow	: 401.9 USgpm
Head	: 65.14 ft
Shaft Power	: 9.74 hp
Pump Efficiency	: 67.85 %
Fluid	: Water
Speed	: 1735 rpm

Construction

Installation Type	: Wet Pit
Free Passage	: 3.10 in

Suction Port	**Pressure Rating**	**PN10**
	Rated Diameter	**4" ANSI Class 125**
	Standard	**EN1092-2-S**
Discharge Port	**Pressure Rating**	**PN10**
	Rated Diameter	**4" ANSI Class 125**
	Standard	**EN1092-2-D**

Materials

Material Combination Code	: 185
Pump Housing	: Grey Cast Iron, ASTM A48 Class 35/40B
Impeller	: Grey Cast Iron, ASTM A536 Gr.80-55-06
Stationary Wear Ring	: ANSI 329
Mobile Wear Ring	: ANSI 329
Suction Port	: Grey Cast Iron, ASTM A48 Class 35/40B

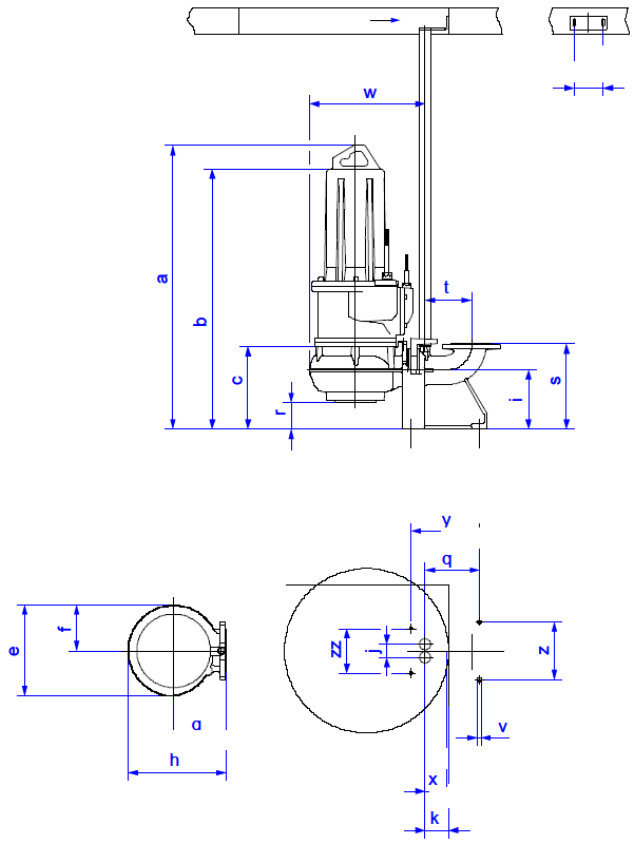
Weights

Weight of Pump End	: 169.8 lb
Weight of Motor	: 262.3 lb
Weight of Unit	: 432.1 lb

Driver Information

Motor Name	: FK202-4/17 15.5 HP
Motor Voltage	: 3/60/230V
Rated Power	: 15.50 hp
Rated Speed	: 1700 rpm
Power Input with Rated Power (P1)	: 19.58 hp
Current Input with Rated Power (FLA)	: 43.00 A
Efficiency with Rated Power	: 79.00 %
Cos Phi with Rated Power	: 0.86
Cos Phi with Starting Power	: 0.55
Starting Current, Direct Starting (LRA)	: 176.00 A
Starting Current, Star-Delta	: 58.60 A
Starting Torque	: 1.76 hp/100 rpm
Inertia Moment	: 0.82 lb.ft2
Max. Fluid Temperature	: 140.0 deg F
Starts per Hour, Max.	: 15
Degree of Protection	: IP 68
Selected Explosion Protection	: -
	:
	:

General Arrangment Drawing



Dimensions	
Well Type	Wet Pit
a	42.20
b	11.85
c	11.85
d	4.33
e	18.66
f	10.16
g	11.02
h	19.92
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.92
s	12.80
t	6.93
v	0.53
w	22.48
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.65E with Motor FK202-4/17	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		

EMU FA10.65E with Motor FK202-4/17	REV

Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

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

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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.

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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. THEWARRANTIES 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

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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 Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Beach & Ardel – 15 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	10-16-2023
Contact:	Stephen Michlik	Quote#:	TK1021-2023
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 15 HP Electrical = 230V/3PH		
	Based on draw down test = 60 GPM @ 108' TDH		
2	Wilo pump model # FA10.65-260/FK202-4/17 - 4" Submersible Pump, 15.4 HP, 1740 rpm 230V / 3phase / 43 FLA - w/40' Power & Thermal Cable Only, 260 mm impeller, includes SS Lifting Bail and 4" BPI pump adapter (installed).	$13,400.00	**$26,800.00**
	Pump curve attached for reference		
	List Price = $19,143.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$26,800.00**

Accepted By / Date: _____

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

Customer :
Reference :

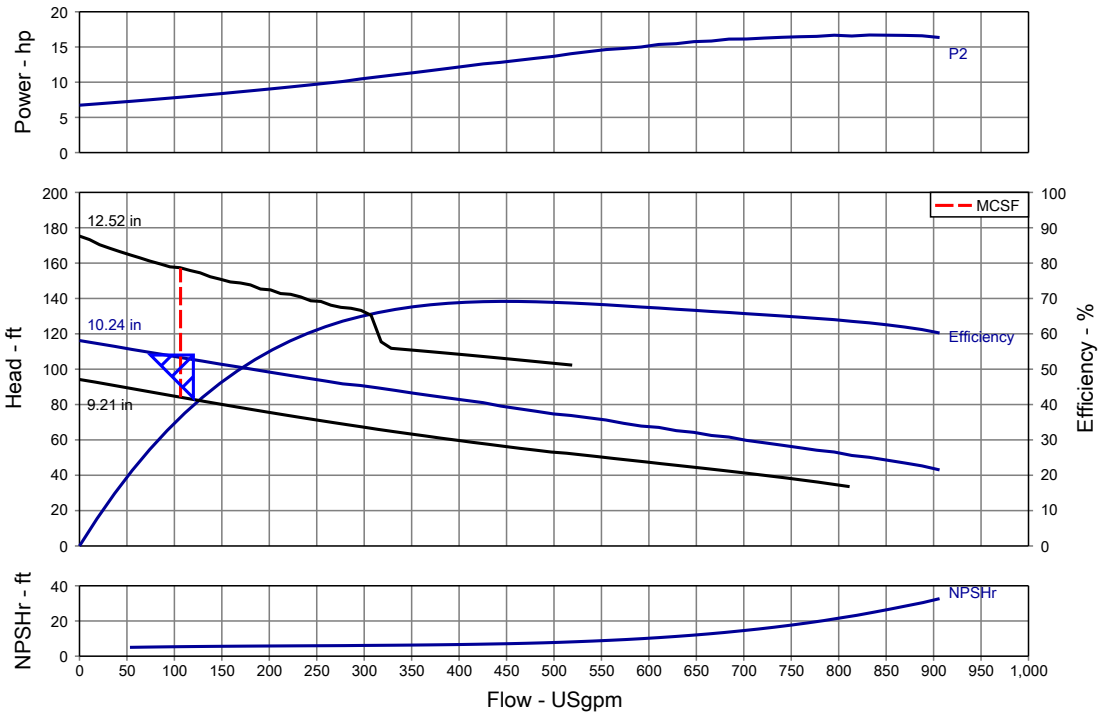
Pump Performance Datasheet

Wilo Quotation System 23.3.0

Item number	: 001	Size	: EMU FA10.65E with Motor FK202-4/17
Service	:		
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.65E 1740
		Article Number	:
		Date last saved	: 16 Oct 2023 7:37 AM

Operating Conditions		**Liquid**	
Flow, rated	: 120.0 USgpm	Liquid type	: Water
Differential head / pressure, rated (requested)	: 108.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 108.0 ft	Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed criteria	: Synchronous	Vapor pressure, rated	: 0.34 psi.a
Speed, rated	: 1765 rpm	**Material**	
Impeller diameter, rated	: 10.24 in	Material selected	: Standard
Impeller diameter, maximum	: 12.52 in	**Pressure Data**	
Impeller diameter, minimum	: 9.21 in	Maximum working pressure	: 50.98 psi.g
Efficiency	: 39.46 %	Maximum allowable working pressure	: N/A
NPSH required / margin required	: 5.47 / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,250 / 10,258 US Units	Hydrostatic test pressure	: N/A
MCSF	: 106.5 USgpm	**Driver & Power Data (@Max density)**	
Head, maximum, rated diameter	: 117.8 ft	Driver sizing specification	: Maximum power
Head rise to shutoff	: 7.58 %	Margin over specification	: 0.00 %
Flow, best eff. point	: 448.9 USgpm	Service factor	: 1.15 (used)
Flow ratio, rated / BEP	: 26.73 %	Power, hydraulic	: 3.27 hp
Diameter ratio (rated / max)	: 81.76 %	Power, rated	: 8.29 hp
Head ratio (rated dia / max dia)	: 63.79 %	Power, maximum, rated diameter	: 20.88 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 15.50 hp / 11.56 kW
Selection status	: Near miss		

Maximum Power exceeds Motor Rating



Construction Datasheet

EMU FA10.65E with Motor FK202-4/17

Customer	:
Customer Referance	:
Item Number	: 001
Service	:
Quanity of Pumps	: 1

Quote Number	: 1085268
Pump Size	: EMU FA10.65E with Motor FK202-4/17
Stages	: 1
Speed	: 1765 rpm
Date Last Saved	: 16 Oct 2023 7:37 AM

Duty Point Data

Flow	: 120.0 USgpm
Head	: 108.0 ft
Shaft Power	: 8.29 hp
Pump Efficiency	: 39.46 %
Fluid	: Water
Speed	: 1765 rpm

Construction

Installation Type	: Wet Pit
Free Passage	: 3.10 in

Suction Port	**Pressure Rating**	**PN10**
	Rated Diameter	**4" ANSI Class 125**
	Standard	**EN1092-2-S**
Discharge Port	**Pressure Rating**	**PN10**
	Rated Diameter	**4" ANSI Class 125**
	Standard	**EN1092-2-D**

Materials

Material Combination Code	: 185
Pump Housing	: Grey Cast Iron, ASTM A48 Class 35/40B
Impeller	: Grey Cast Iron, ASTM A536 Gr.80-55-06
Stationary Wear Ring	: ANSI 329
Mobile Wear Ring	: ANSI 329
Suction Port	: Grey Cast Iron, ASTM A48 Class 35/40B

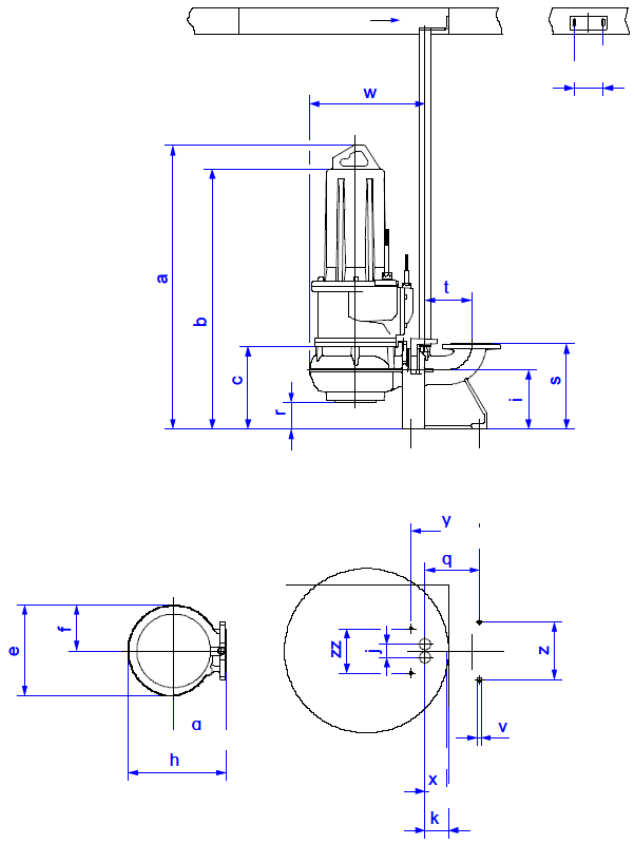
Weights

Weight of Pump End	: 169.8 lb
Weight of Motor	: 262.3 lb
Weight of Unit	: 432.1 lb

Driver Information

Motor Name	: FK202-4/17 15.5 HP
Motor Voltage	: 3/60/230V
Rated Power	: 15.50 hp
Rated Speed	: 1700 rpm
Power Input with Rated Power (P1)	: 19.58 hp
Current Input with Rated Power (FLA)	: 43.00 A
Efficiency with Rated Power	: 79.00 %
Cos Phi with Rated Power	: 0.86
Cos Phi with Starting Power	: 0.55
Starting Current, Direct Starting (LRA)	: 176.00 A
Starting Current, Star-Delta	: 58.60 A
Starting Torque	: 1.76 hp/100 rpm
Inertia Moment	: 0.82 lb.ft2
Max. Fluid Temperature	: 140.0 deg F
Starts per Hour, Max.	: 15
Degree of Protection	: IP 68
Selected Explosion Protection	: -
	:
	:

General Arrangment Drawing



Dimensions	
Well Type	Wet Pit
a	42.20
b	11.85
c	11.85
d	4.33
e	18.66
f	10.16
g	11.02
h	19.92
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.92
s	12.80
t	6.93
v	0.53
w	22.48
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.65E with Motor FK202-4/17	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		

EMU FA10.65E with Motor FK202-4/17	REV

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PSI Technologies Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Idaway LS – 15 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	10-16-2023
Contact:	Stephen Michlik	Quote#:	TK1023-2023
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 15 HP Electrical = 230V/3PH		
	Based on HOMA AMX434 with 250mm impeller		
2	Wilo pump model # FA10.65-246/FK202-4/17 - 4" Submersible Pump, 15.4 HP, 1740 rpm 230V / 3phase / 43 FLA - w/40' Power & Thermal Cable Only, 246 mm impeller, includes SS Lifting Bail and 4" BPI pump adapter (installed).	$13,400.00	**$26,800.00**
	Pump curve attached for reference		
	List Price = $19,143.00		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		**$26,800.00**

Accepted By / Date: _____

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

Project: Created on: 2023-10-16
Project number: Created by:

Technical data with motor

Submersible sewage pump FA 10.65E FK 202-4/17

Pump							
Pump type		FA 10.65E		Installation type		Suspension device	
Impeller Ø	max. possible	318	mm			DN100/2RK 51.17585	
	standard	246	mm	Free passage		80	mm
	designed	246	mm	Suction port	Pressure rating	PN10	
	min. possible	234	mm		Rated diameter	DN100	
Nominal speed		1740	1/min		Standard	EN1092-2-S	
Frequency		60	Hz	Discharge port	Pressure rating	PN10	
Impeller type		Single-channel			Rated diameter	DN100	
Impeller construction		Closed			Standard	EN1092-2-D	

Weights					
Weight of pump end	max. 169.8	lb	Weight of unit	max. 432.1	lb
Weight of motor	262.3	lb			

Materials			
Pump housing	EN-GJL-250	Suction ports	EN-GJL-250
Stationary wear ring	1.4308		
Impeller	EN-GJL-250		
Mobile wear ring	1.4462/1.4470		

Motor					
Motor name	FK 202-4/17		Number of poles	4	
Rated power	15.5	hp	Rated speed	1700	rpm
Power input with rated power				19.6	hp
Rated voltage				230 ~3	V
Current input with rated power				42.5	A
Efficiency with rated power				79	%
cos phi with rated power	0.86		Rated frequency	60	Hz
cos phi with starting	0.55		Operation type wet	S1	
Starting current, direct starting	176	A	Operation type dry	S1	
Starting current, star-delta	59	A	Max. fluid temperature	140	°F
Starting torque	92	lbf ft	Starts per hour max.	15	
Inertia moment	0.8163	lb ft²	Degree of protection	IP 68	
Sel. explosion protection	--		Ex-number	--	
Ex-designation	--				
Motor connection cable			4x6 NSSHÖU		

Duty point data					
Volume flow		US g.p.m.	Fluid	Water, pure	
Head		ft	Required pump NPSH		ft
Shaft power P_2		hp	Speed	1719	rpm
Pump efficiency		%	Total efficiency	$= \frac{P_2 * \text{Pump efficiency}}{P_1}$	
Power input P_1		hp			

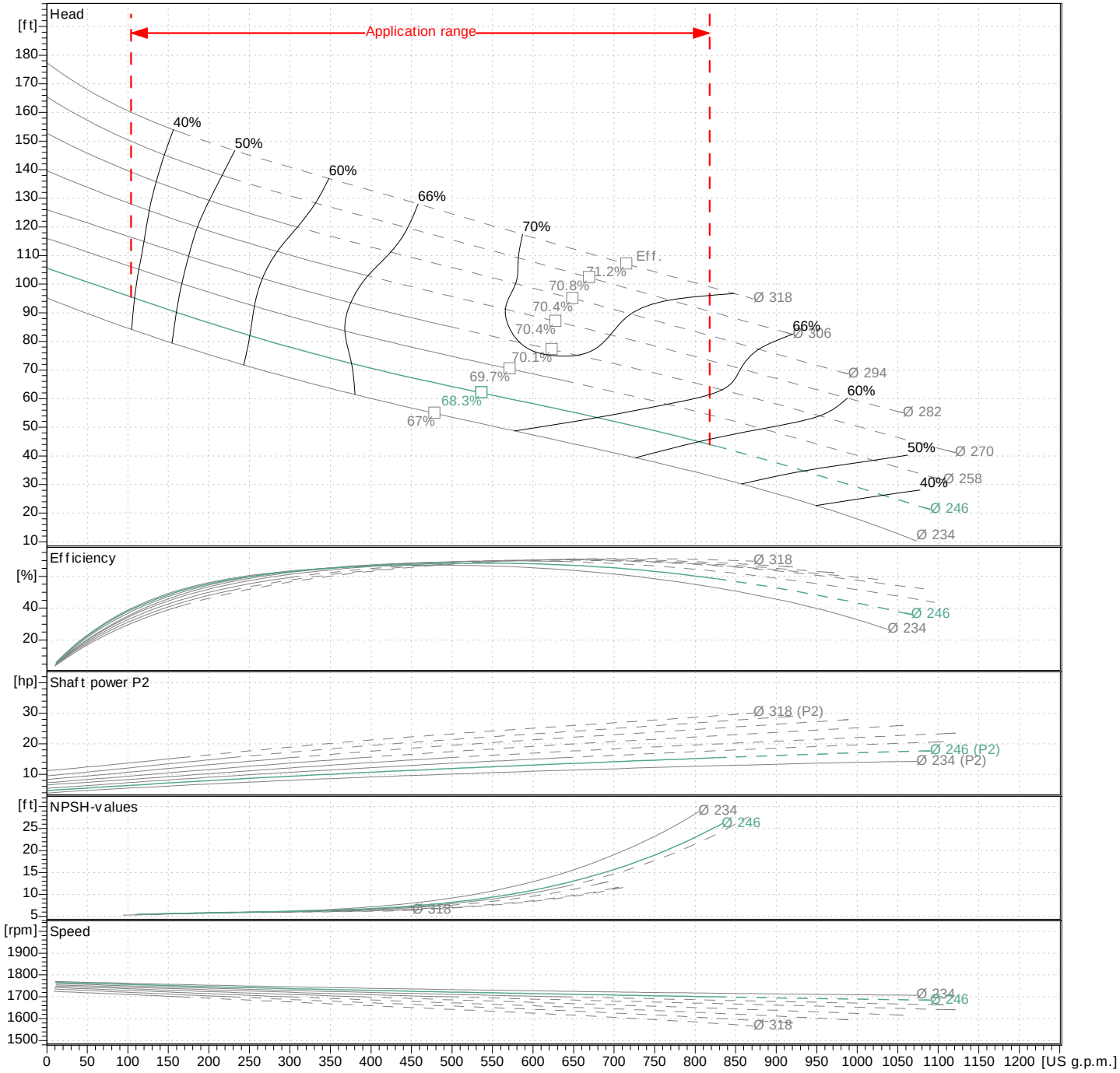
Project:
Project number:

Created on: 2023-10-16
Created by:

Performance curves with motor

Submersible sewage pump FA 10.65E FK 202-4/17

Power data referred to: Water, pure [100%] ; 68°F; 62.322lb/ft³; 1.0818E-5ft²/s
Tolerance as per ISO 9906 / Annex A.2



Pump				Duty point data			
Impeller Ø	designed	246	mm	Volume flow			US g.p.m.
Nominal speed		1740	rpm	Head			ft
Frequency		60	Hz	Shaft power	P_2		hp
Impeller type		Single-channel		Pump efficiency			%
Motor				Power input	P_1		hp
Rated power		15.5	hp	Required pump NPSH			ft
Sel. explosion protection		--		Speed		1719	rpm

Project:
Project number:

Created on: 2023-10-16
Created by:

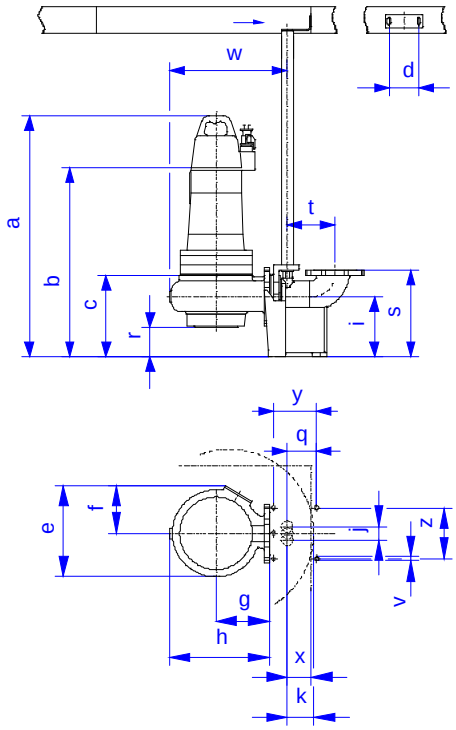
Technical data

with motor

Submersible sewage pump

FA 10.65E

FK 202-4/17



Dimensions in mm				Connections
a	1072	r	125	Suction port DN100 PN10
b	965	s	325	
c	301	t	176	
d	110	v	15	
e	474	w	571	Discharge port DN100 PN10
f	258	x	90	
g	280	y	160	
h	506	z	190	
i	225			Suspension device DN100/2RK 51.17585
j	50			
k	98			
q	109			

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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.

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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. THEWARRANTIES 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 Inc
3520 Investment Lane Unit #3
Riviera Beach, Florida 33404
Phone: 561-660-0022 Email: tom@psi-techinc.com

Palm Springs Apartments LS – 10 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	10-17-2023
Contact:	Stephen Michlik	Quote#:	TK1028-2023
Street:	2400 Kirk Rd.	Quote Valid:	60 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 10 HP Electrical = 230V/3PH		
	Based on Hydromatic model # H4H1000M3-4 with 8.50" impeller		
2	Wilo pump model # FA10.33-215/FK17.1-4/16K-Ex - 4" Submersible Pump, 10.2 HP, 1740 rpm 230V / 3phase / 28.6 FLA - w/40' Power & Thermal Cable Only, 215 mm impeller, includes SS Lifting Bail and 4" WILO T-Rail adapter (installed).	$9,750.00	**$19,500.00**
	Pump curve attached for reference		
	List Price = $13,928.00		
	Lead Time / 3-4 weeks		
	Delivery Included		
	Total		**$19,500.00**

Accepted By / Date: _____

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

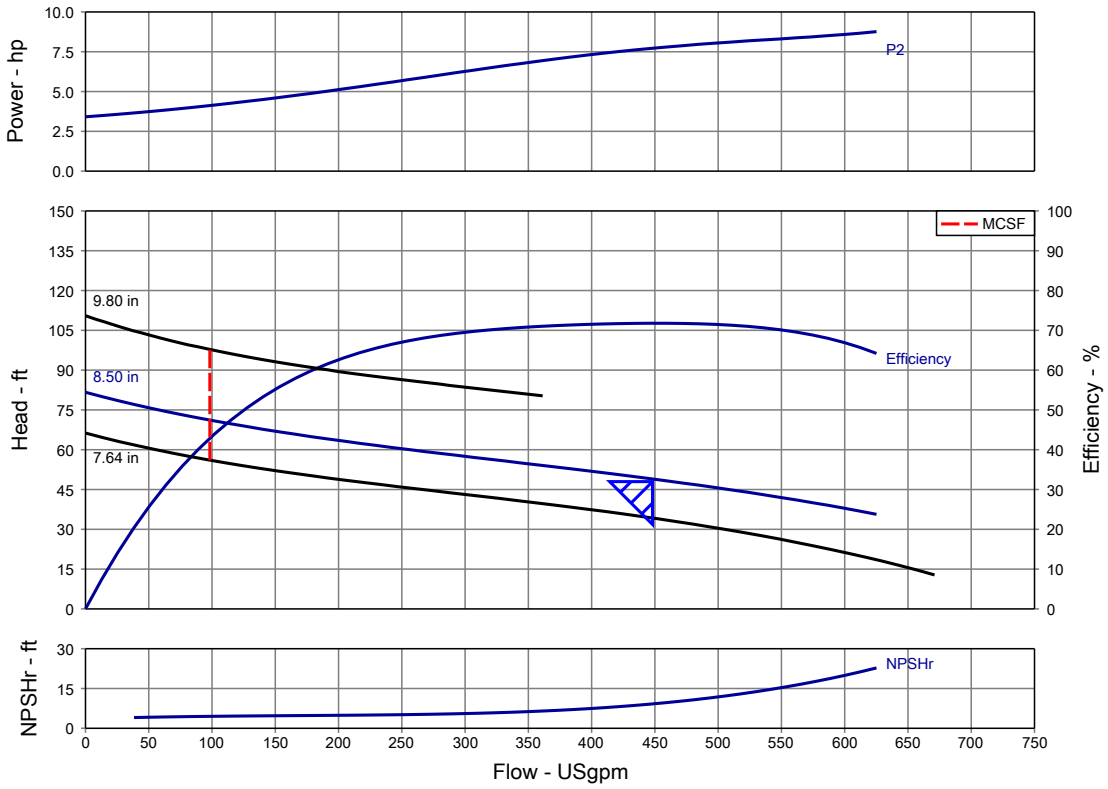
Customer :
Reference :

Pump Performance Datasheet

Wilo Quotation System 23.3.0

Item number	: 001	Size	: EMU FA10.33E with Motor FK17.1-4/16K-Ex
Service	:		
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.33E 1740
		Article Number	:
		Date last saved	: 17 Oct 2023 7:41 PM

Operating Conditions		**Liquid**	
Flow, rated	: 448.1 USgpm	Liquid type	: Water
Differential head / pressure, rated (requested)	: 47.98 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 48.19 ft	Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed criteria	: Synchronous	Vapor pressure, rated	: 0.34 psi.a
Speed, rated	: 1710 rpm	**Material**	
Impeller diameter, rated	: 8.50 in	Material selected	: Standard
Impeller diameter, maximum	: 9.80 in	**Pressure Data**	
Impeller diameter, minimum	: 7.64 in	Maximum working pressure	: 33.25 psi.g
Efficiency	: 71.78 %	Maximum allowable working pressure	: N/A
NPSH required / margin required	: 9.19 / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,212 / 9,096 US Units	Hydrostatic test pressure	: N/A
MCSF	: 98.28 USgpm	**Driver & Power Data (@Max density)**	
Head, maximum, rated diameter	: 76.82 ft	Driver sizing specification	: Maximum power
Head rise to shutoff	: 69.42 %	Margin over specification	: 0.00 %
Flow, best eff. point	: 451.7 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 99.21 %	Power, hydraulic	: 5.45 hp
Diameter ratio (rated / max)	: 86.75 %	Power, rated	: 7.60 hp
Head ratio (rated dia / max dia)	: 61.69 %	Power, maximum, rated diameter	: 8.75 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 10.20 hp / 7.61 kW
Selection status	: Acceptable		



Construction Datasheet

EMU FA10.33E with Motor FK17.1-4/16K-Ex

Customer	:
Customer Referance	:
Item Number	: 001
Service	:
Quanity of Pumps	: 1

Quote Number	: 1085268
Pump Size	: EMU FA10.33E with Motor FK17.1-4/16K-Ex
Stages	: 1
Speed	: 1710 rpm
Date Last Saved	: 17 Oct 2023 7:41 PM

Duty Point Data

Flow	: 448.1 USgpm
Head	: 47.98 ft
Shaft Power	: 7.60 hp
Pump Efficiency	: 71.78 %
Fluid	: Water
Speed	: 1710 rpm

Construction

Installation Type	: Wet Pit	
Free Passage	: 3.10 in	
Suction Port	**Pressure Rating**	**PN10**
	Rated Diameter	**3" ANSI Class 125**
	Standard	**EN1092-2-S**
Discharge Port	**Pressure Rating**	**PN10**
	Rated Diameter	**4" ANSI Class 125**
	Standard	**EN1092-2-D**

Materials

Material Combination Code	: 92
Pump Housing	: Grey Cast Iron, ASTM A48 Class 35/40B
Impeller	: Grey Cast Iron, ASTM A536 Gr.80-55-06
Stationary Wear Ring	: ANSI 304 CF8 / ASTM A351 Gr.CF8
Mobile Wear Ring	: ANSI 329 (2205) / ANSI 329
Suction Port	: -

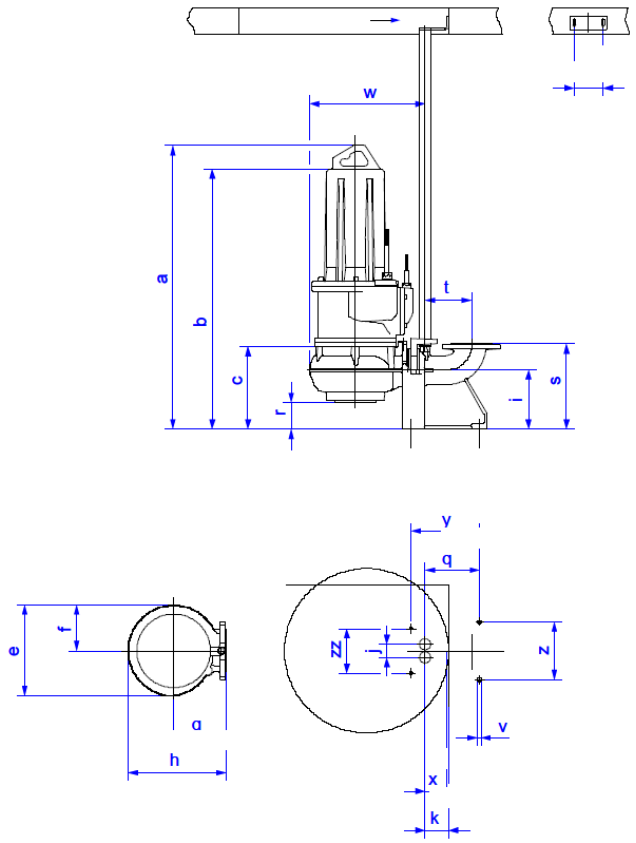
Weights

Weight of Pump End	: 68.34 lb
Weight of Motor	: 235.9 lb
Weight of Unit	: 304.2 lb

Driver Information

Motor Name	: FK17.1-4/16K-Ex 10.2 HP
Motor Voltage	: 3/60/230V
Rated Power	: 10.20 hp
Rated Speed	: 1700 rpm
Power Input with Rated Power (P1)	: 13.01 hp
Current Input with Rated Power (FLA)	: 28.60 A
Efficiency with Rated Power	: 78.00 %
Cos Phi with Rated Power	: 0.86
Cos Phi with Starting Power	: 0
Starting Current, Direct Starting (LRA)	: 138.00 A
Starting Current, Star-Delta	: 46.00 A
Starting Torque	: 0.81 hp/100 rpm
Inertia Moment	: 0.26 lb.ft2
Max. Fluid Temperature	: 104.0 deg F
Starts per Hour, Max.	: 15
Degree of Protection	: IP 68
Selected Explosion Protection	: FM
	:
	:

General Arrangment Drawing



Dimensions	
Well Type	Wet Pit
a	41.50
b	11.57
c	11.57
d	4.33
e	14.72
f	7.76
g	10.59
h	18.19
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	5.16
s	12.80
t	6.93
v	0.53
w	20.75
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	3" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.33E with Motor FK17.1-4/16K-Ex	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		

EMU FA10.33E with Motor FK17.1-4/16K-Ex	REV

Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

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

I. **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.

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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. THEWARRANTIES 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.

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #9: Change Order #4 (WA# EE-U01.4) - Vacuum Station No. 1 Improvements (Task Order # 240) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - CHA Consulting, Inc. f/k/a Eckler Engineering, Inc.

SUMMARY: On November 8, 2018, the Village Council approved Task Order #240. On February 13, 2020, Village Council approved Task Orders #266 and #278 with CHA Consulting, Inc., (CHA) for professional engineering services associated with the Vacuum Station No. 1 Improvements project for the total contract amount of $71,559.00.

NOTE: The project was capitalized into three different task orders/purchase orders for the following amounts: TO #240 = $29,282.00, TO #266 = $24,685.00, and TO #278 = $17,592.00.

The contracted utility contractor, Hinterland Group, LLC. (HG), proceeded to install a waterproofing product on the stairwell footer and against the existing Vacuum Station wall that was not originally specked or reviewed and approved by CHA. The drawings called for a vinyl water stop at the footer which HG failed to install prior to the concrete pour. The same water stop membrane that was installed on the footer was also improperly installed vertically on the existing station wall. Due to this defective work, a stop work order was placed on the project until this issue could be reviewed, the proper documentation provided and reviewed by CHA, and a decision made on how to resolve this oversight by the Contractor.

After CHA consulted with a local waterproofing representative, a directive was issued to HG to remove the improperly installed waterproofing membrane and to install an alternate approved waterproofing material following the manufacturer's specifications and with CHA's inspection/approval. All this additional effort by CHA resulted in spending additional time and resources that were not part of their contract. Therefore, in order to cover these additional costs, the Village decided to enforce the section in HG's contract in the General Conditions, article 14.03, "Defective Work", which states that costs incurred by the Engineer (CHA) due to defective work by the Contractor (HG), can be recouped via a back charge from the Owner to the Contractor (HG).

NOTE: A change order to HG (CO #4) is also being presented at this month's Council meeting which has the deduction for this cost included in the amount of the change order.

The Utilities Department is requesting an amendment to the contract for Task Order #240 (Change Order #4) in the amount of $13,168.00 for additional engineering services by CHA to address defective work by HG.

NOTE: Copies of the previous three (3) change orders are available in the clerk's office if required.

FISCAL IMPACT:

Item	Contract Amount
Original Contract Amount (TO# 240)	$29,282.00
Approved Change Order No. 1	$4,653.00
Approved Change Order No. 2	$3,257.00
Approved Change Order No. 3	$25,566.00
Proposed Change Order No. 4	13,168.00
Revised Contract Amount (TO# 240)	**$75,926.00**
Revised Total Contract Amount for TO's #240, #266, #278	**$118,203.00**

If approved, the total cost of the Vacuum Station No. 1 Improvements project within Task Order #240 will be increased to **$75,926.00** and the total project contract will be increased to **$118,203.00**.

It is estimated that the proposed Vacuum Station No. 1 Improvement project will be completed by January 4, 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 term of the contract.

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

ATTACHMENTS:

1. Proposed Change Order No. 4 (WA #EE-U01.4) - CHA Consulting, Inc.
2. Executed Work Authorization (WA #EE-U01) - CHA Consulting, Inc.

November 13, 2023
400-089.03

(Sent via email to wsanchez@vpsfl.org)

Mr. Walter Sanchez
Public Service Project Manager
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Sanchez:

Reference: Engineering Change Order No. 4
Vacuum Pump Station No. 1 Improvements
Task Order #240

This Engineering Change Order is being submitted to increase the budget for Engineering Services During Construction Phase. This Engineering Change Order includes the final man-hours required to complete the review of defective work as of September 7, 2023 for the above-mentioned project. General Conditions Article 14.03- Defective Work requires all costs and damages associated or related to defective work the Contractor shall pay all claims, costs, losses and damages. CHA Consulting, Inc. does not have an active contract with Hinterland Group, Inc, therefore, we are requesting this Engineering Change Order to the Village of Palm Springs. CHA Consulting, Inc. will assist the Village in obtaining a deductive proposal from Hinterland Group, Inc. to credit the Village of Palm Springs for the total work associated with the Defective Work.

The completed work to provide professional engineering services related to the identified defective work is as follows:

1. Task C-11 Special Services

For the additional items summarized above, we request **$13,168.00 under Task Order #240** for the anticipated additional work effort. The attached spreadsheet provides a breakdown of our proposed fee.

If you have any questions or require additional information pertaining to the attached documents or the project in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.

Encl.

4700 Riverside Drive, Suite 110, Coral Springs, FL 33067
T 954.510.4700 • F 954.755.2741 • www.chacompanies.com

Attachments:

☒ Revision Fee Breakdown ☐ Other:

☐ Revised Schedule

Y:\Documents\Village\400-089.03 Vacuum Pump Station No.1 Improvements - SDC\Project Management\Engineering Scope Revisions\Engineering Scope Revision Number 4\TO#240 Engineering Scope Revision 4.docx

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : **November 15, 2023** VILLAGE RFQ. NO.: **2018R-002**

WORK AUTHORIZATION NO.: **EE-U01.4** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **240** G/L CODE: **41336-56200**

CHA CONSULTING, INC. PROJECT NO.: **400-089.03**

PROJECT TITLE: **Vacuum Pump Station No. 1 Improvements**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs ("VILLAGE"), and CHA Consulting, Inc., f/k/a Eckler Engineering, Inc., ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Additional Services During Construction (SDC) for CHA Consulting, Inc. to provide professional engineering services to review defective work as of September 7, 2023.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK C-11 Special Services

Consultant to provide review of defective work identified and provide final engineering recommendations and inspection during construction.

III. DELIVERABLES

CONSTRUCTION PHASE

A. Defective Work Correspondence with revised construction drawing

   i. Electronic copies of accepted and final shop drawings.

B. Construction Inspection

   i. Site visit report will be provided for each site visit.

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

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Construction (Final Completion)	624	624

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an *additional* hourly Not-To-Exceed Fee of $13,168.00 as outlined in Table [2] for a total contract amount of $75,926.00.

TABLE 2

ENGINEERING SERVICES DURING CONSTRUCTION

Description	Total
C-11 Special Services	$13,168.00
TOTAL	$13,168.00

VI. ASSUMPTIONS

Assumptions, items not included, are per original Task Order EE-U01.4

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and CHA Consulting, Inc. f/k/a Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHA CONSULTING, INC.

By: 

Print Name: Douglas K. Hammann

Title: Project Team Leader

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

VACUUM STATION NO.1 UPGRADES

I. ENGINEERING SERVICES DURING CONSTRUCTION

DATE: November 10, 2023

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative	
C1	Project Administration/Management												$0.00
C2	Not Used												$0.00
C3	Consult and Advise												$0.00
C4	Review Shop Drawings												$0.00
C5	Review Pay Requests and Schedules												$0.00
C6	Perform Periodic and Milestone Inspections												$0.00
C7	Not Used												$0.00
C8	Contract Modifications												$0.00
C9	Not Used												$0.00
C10	Not Used												$0.00
C11	Special Services/Water Stop Review		8		92.5	2							$13,151.50
C12	Not Used												$0.00
	Total Hours	0	8	0	92.5	2	0	0	0	0	0	0	
	Rate	$205.00	$195.00	$137.00	$123.00	$107.00	$91.00	$121.00	$110.00	$92.00	$95.00	$70.00	
	Sub-Total Labor	$0.00	$1,560.00	$0.00	$11,377.50	$214.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
									TOTAL LABOR		$13,151.50		$13,151.50

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	1	$16.00	$16.00
	Full Size Drawings (22" x 34")	EA	0	$37.12	$0.00
	Specification Booklets	EA	0	$10.00	$0.00
	Record Document CD's	EA	0	$10.00	$0.00
2	PHOTOCOPIES	EA	0	$0.25	$0.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	0	$15.00	$0.00
	11 X 17 (SET UP)	EA	0	$3.00	$0.00
4	TRAVEL				
	MILEAGE	MILE	0	$0.000	$0.00
	TOLLS	EA	0	$0.00	$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	ARCHITECTURAL	LS	0	$0.00	$0.00
	HVAC	LS	0	$0.00	$0.00
				TOTAL EXPENSES	$16.00

GRAND TOTAL	$13,167.50
USE	$13,168.00

Village of Palm Springs
ESTIMATE/CHANGE ORDER RECORD

TASK #: 240, 266, 278
PO #: 322, 83, 84
Work Authorization No: WA# EE-U01.4

DATE: 11/17/2023
PREPARED BY: WS
FILE: CO #4 - CHA Contract Total

Project: **Vac Station No 1 Improvements**
Plans: **CHA Consulting, Inc. f/k/a Eckler Engineering**

Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Vendor	Vendor Cost	Subtotal Amount	Totals	Comments
	Cumulative Contract Amount between All POs											
1	**Task Order #240**											
2	Original Contract	1	LS		0		0	29,282.00	$29,282.00	$29,282.00		
3	Approved Change Order No 1	1	LS		0		0	4,653.00	$4,653.00	$4,653.00		Revise dwgs to include generator
4	Approved Change Order No 2	1	LS		0		0	3,257.00	$3,257.00	$3,257.00		Sketch & legal for PBC permit
5	Approved Change Order No 3	1	LS		0		0	25,566.00	$25,566.00	$25,566.00		Add' l Eng Svcs due to delays
6	Proposed Change Order No 4	1	LS		0		0	13,168.00	$13,168.00	$13,168.00		Add' l Eng Svcs due to Contractor defective work
7	**SUBTOTAL**										**$75,926.00**	**Total for TO #240**
8												
9	**Task Order #266**											
10	Original Contract	1	LS		0		0	24,685.00	$24,685.00	$24,685.00	**$24,685.00**	**Total for TO #266**
11												
12	**Task Order #278**											
13	Original Contract	1	LS		0		0	17,592.00	$17,592.00	$17,592.00	**$17,592.00**	**Total for TO #278**
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
	Total Cost				$0.00		$0.00		$118,203.00		**$118,203.00**	**Revised Contract Total**

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: October 30, 2018 VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. EE-U01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 240 G/L CODE: 41336-56200

ECKLER ENGINEERING PROJECT NO.: 400-081.01

PROJECT TITLE: Personnel Access Revision Vacuum Station No. 1 (Marilyn Drive)

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018 between the Village of Palm Springs ("VILLAGE"), and Eckler Engineering, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Access at this site needs to be improved so that maintenance personnel can approach and enter this facility through a typical access doorway similar to the Village=s other vacuum pump stations. Access will also have to address the potential for removal of heavy pieces equipment such as pumps, motors, and/or valves from the vacuum pump station. Improvement space can be made available within the utility easement on the west side of the existing vacuum pump station structure. This space can be utilized, but will require minor relocation of existing 8-inch vacuum sanitary sewer line (VSS) and conflict resolution with the existing 6-inch force main. Based on these requirements, the following scope of work is proposed:

1. Relocation of the existing utility pipeline(s) to allow space for the access improvements.

2. Removal of existing ladders from the interior and exterior of existing vacuum pump station structure. Existing hatch on the roof of the structure shall remain for equipment access and removal by way of crane and/or boom truck.

3. Design of a new entrance, from grade, on the west side of the vacuum pump station structure.

4. Design of new flood resistant, 3' x 6' 8" door at west wall of structure.

5. Miscellaneous minor modifications to electrical and piping system on interior of building to facilitate space for access modifications.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

A. DESIGN PHASE

The Design Phase will include the following services:

TASK D1 - PROJECT ADMINISTRATION/MANAGEMENT

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

TASK D2 - DATA GATHERING AND PRELIMINARY COORDINATION

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

1. Visit the site and review pertinent features that may impact design and/or construction.

2. Collect existing facility's data including field conditions, access, and other information needed to complete the design.

3. Meet with appropriate VILLAGE staff to discuss the project requirements.

TASK D3 - PRELIMINARY DESIGN REPORT

This task not required. The design conditions are currently known and defined.

TASK D4 - DRAWINGS AND ENGINEERING

This task consists of the engineering and the development of plans necessary to construct this project. The CONSULTANT will prepare detailed drawings for the proposed work as discussed in this task order. A tentative list of drawings to be prepared for this project is presented in ATTACHMENT 1.

TASK D5 - SPECIFICATION PREPARATION

1. Prepare Standard EJCDC (2013 Edition) Contract Forms, Bidding Documents and Contract Conditions required for this project.

2. Prepare technical specifications required for this project in Division 1 through Division 16. These specifications, utilizing the CSI format, will be prepared and will consist of written technical descriptions of materials, equipment and construction systems, standards and workmanship required for this project as developed by CONSULTANT. A tentative list of specification sections to be prepared for this project is presented in ATTACHMENT 2.

TASK D6 - PERMIT PREPARATION ASSISTANCE

This task consists of the preparation of the following construction permit application submittals:

1. No regulatory permits are anticipated. Work required is maintenance per FAC 62-620.325(2)(e). Notification to the Department per Rule will be provided, if applicable.

   Any additional permits required beyond the above will be considered as outside the scope of this proposal.

TASK D7 - PREPARE OPINION(S) OF PROBABLE CONSTRUCTION COST

Prepare the 90%, 100% and final completion level(s) opinion of probable construction cost for new facilities and improvements proposed under this project.

TASK D8 - BIDDING ASSISTANCE SERVICES

This task will include work necessary to assist the VILLAGE with the bidding of the project. This work may include the following:

1. Coordinate bidding requirements with VILLAGE and prepare electronic bid documents for distribution by the Village Clerk's office. Bidding documents shall be in .pdf format on CD.

2. Assist VILLAGE Clerk's Office with the coordination of the bidding documents, the advertisement for bids, respond to communications from contractors, and issuance of addenda information as required.

3. Attend the prebid meeting and prepare/distribute minutes to registered bidding contractors. VILLAGE Clerk's Office shall publish final Prebid Meeting Minutes.

4. Attend the bid opening and tabulate the bids provided by interested contractors.

TASK D9 - BID EVALUATION AND RECOMMENDATION OF AWARD ASSISTANCE

This task shall consist of the review and evaluation of the bids and the recommendation of a bidder for award of a contract. A recommendation of award letter shall be prepared and submitted to VILLAGE.

TASK D10 - SUBMIT AND REVIEW (QUALITY CONTROL)

The CONSULTANT will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from the VILLAGE. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

1. 90% Drawings and Specifications

2. 100% Drawings and Specifications

3. Final Drawings and Specifications

The CONSULTANT will incorporate the agreed-upon revisions made by the VILLAGE.

A total of three (3) meeting(s) with the VILLAGE is the level of effort for this Task.

B. ENGINEERING SERVICES DURING CONSTRUCTION

TASK C1 – PROJECT ADMINISTRATION/MANAGEMENT

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

TASK C2 - PRECONSTRUCTION ACTIVITIES PRIOR TO NOTICE TO PROCEED

After issuance of a Notice of Award by VILLAGE, assist in the preparation and signing of the Contract Documents. The CONSULTANT will also undertake other preconstruction activities which include coordinating, attending and preparing minutes of the preconstruction conference meeting and assisting the Contractor in finalizing the permits required for the construction of this project by providing the required number of signed/sealed drawing sets.

TASK C3 - CONSULT AND ADVISE

Provide technical advice and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or Contractor by responding to RFI's or other documentation.

TASK C4 - REVIEW SHOP DRAWINGS

Review Shop Drawings and samples, the results of tests and inspections, and other data submitted by the Contractor in accordance with the Contract Documents. A total of ten (10) submittals is the estimated basis for this item's budget.

TASK C5 - REVIEW PAY REQUESTS AND SCHEDULES

Review estimated two (2) monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative(s), and the CONSULTANT prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through completion.

TASK C6 - PERFORM PERIODIC AND MILESTONE INSPECTIONS

CONSULTANT will make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits. It is anticipated that there will be a total of four (4) visits.

Perform inspections to determine that the project has achieved substantial completion and readiness for final acceptance and that the work has been completed in general conformance with the Contract Documents to certify completion of construction to permitting agencies, where applicable. Two (2) such site visits are anticipated.

TASK C7 - PROGRESS MEETINGS

This task not required.

TASK C8 - CONTRACT MODIFICATIONS

Develop the necessary data, notes and clarification drawings required to prepare contract modifications to reflect adjustments to the construction project. One (1) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

TASK C9 - PROJECT CLOSEOUT

Review the Contractor's record drawing information which shows the work as it was constructed. Prepare for VILLAGE record drawings and prints showing those changes made during the construction process based upon information provided by the Contractor as follows:

1. CONSULTANT shall prepare record drawings based on Contractor's field data.

2. CONSULTANT shall submit record documents to VILLAGE.

3. CONSULTANT shall attend the final project reconciliation meetings with VILLAGE and CONTRACTOR.

TASK C10 - REGULATORY AGENCY DOCUMENTATION AND PROJECT CLOSEOUT SUBMITTALS

Project services in connection with preparing acknowledgment of Final Completion construction submittals with record drawings to the following agencies.

1. None Required

TASK C11 - SPECIAL SERVICES

This Task not required.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 1.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Attachment 3.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for the fees as outlined in Tables 1 and 2 and further detailed in Attachments 5 and 6.

A. DESIGN PHASE

1. For services described in Part II. A. - Design Phase, Tasks D1 through D10, the lump sum fee of **$15,435.00**.

TABLE 1
DESIGN PHASE
BUDGET SUMMARY

Description	Total
D1 - Project Administration / Management	$2,500.00
D2 - Data Gathering and Preliminary Coordination	$1,000.00
D3 - Not Used	$0.00
D4 - Drawings and Engineering	$5,440.00
D5 - Specification Preparation	$1,070.00
D6 - Not Used	$0.00
D7 - Prepare Opinions of Probable Construction Cost	$321.00
D8 - Bidding Assistance Services	$1,470.00
D9 - Bid Evaluation and Recommendation of Award	$864.00
D10 - Submit and Review (Quality Control)	$1,830.00
Reimbursable Expenses	$940.00
TOTAL LUMP SUM FEE	**$15,435.00**

B. CONSTRUCTION PHASE

1. For services described in Part II. B. - Construction Phase, Tasks C1 through C11, not to exceed fee of **$13,847.00.**

TABLE 2
ENGINEERING SERVICES DURING CONSTRUCTION
BUDGET SUMMARY

Description	Total
C-1 Project Administration / Management	$1,280.00
C-2 Preconstruction Activities Prior to Notice to Proceed	$1,896.00
C-3 Consult and Advise	$1,935.00
C-4 Review Shop Drawings	$2,480.00
C-5 Review Pay Requests & Schedules	$652.00
C-6 Perform Periodic & Milestone Inspections	$2,424.00
C-7 Not Used	$0.00
C-8 Contract Modifications	$786.00
C-9 Project Closeout	$2,034.00
C-10 Not Used	$0.00
C-11 Not Used	$0.00
Reimbursable Expenses	$360.00
TOTAL NOT-TO-EXCEED FEE	**13,847.00**

VI. ASSUMPTIONS

This Work Authorization does not include the provision of the following items:

A. Payment of permit fees.

B. Any expert witness or testimony services.

C. Services not specifically indicated in this Work Authorization.

This Work Authorization assumes the following data or assistance will be provided by VILLAGE:

A. Attendance at project meetings.

B. General project review, where required.

C. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.

D. Facility access and other project related information requested by CONSULTANT.

E. VILLAGE Project Representative Services (Part time when CONSULTANT's representative is not on site.)

E. VILLAGE Project Representative Services (Part time when CONSULTANT's representative is not on site.)

F. Provide editable files (Word format) of VILLAGE's EJCDC based (2013 Edition) Contract forms. If unavailable, CONSULTANT shall use documents from recent VILLAGE projects.

Services which will be provided by the VILLAGE resident project representative will include the following:

1. Monitor that project is constructed in conformance with the Contract Documents.

2. Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Contract Documents.

3. Observe field tests and review the results of tests required by the Contract Documents.

4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.

5. Provide daily reports of Contractor activity to the CONSULTANT on a form provided by the CONSULTANT.

6. Provide photographs of the work during construction showing typical construction progress.

7. Keep the CONSULTANT informed of any changes which need to be made and assist CONSULTANT with the change decision.

8. Be present at all required times for permit compliance.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ECKLER ENGINEERING, INC.

By: _____

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

Title: President

VILLAGE OF PALM SPRINGS

By: _____

Mayor Bev Smith

Date: November 8, 2018

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

ATTACHMENT 1

WORK AUTHORIZATION NUMBER EE-U01
PERSONNEL ACCESS REVISION
VACUUM PUMP STATION NO. 1 (MARILYN DRIVE)
TENTATIVE LIST OF DRAWINGS

I. R. L. PRATT WTP

Drawing Sheet No.	Title
General	
	Cover sheet
G-1	Project Location Map & Index to Drawings
G-2	General Notes and Abbreviations
G-3	Mechanical Legends and Symbols
G-4	Architectural and HVAC Legends
G-5	Design Criteria
G-6	Specifications
G-7	Specifications
Civil	
C-1	Civil Site Plan and Existing Piping Relocation Details
C-2	Vacuum Station No. 1 Partial Demolition Plan and Details
C-3	Site Restoration Plan
CD-01	Standard Details - Civil
Architectural	
A-1	Vacuum Station No. 1 Building Floor Plan and Elevations
A-2	Finish Schedules
A-3	Door and Hardware Schedules
AD-1	Standard Details – Architectural
Structural	
S-1	Vacuum Station No. 1 Building Floor Plans and Sections
S-2	Miscellaneous Structural Details
SD-1	Standard Details – Structural

Electrical

E-1	Electrical Notes and Legends
E-2	Vacuum Station No. 1 Electrical Modifications Plan
ED-1	Standard Details – Electrical

(Remainder of page left blank intentionally.)

ATTACHMENT 2

WORK AUTHORIZATION NUMBER EE-U01
PERSONNEL ACCESS REVISION
VACUUM PUMP STATION NO. 1 (MARILYN DRIVE)

TENTATIVE LIST OF SPECIFICATIONS

SECTION NO.	TITLE
PART 1	**BIDDING REQUIREMENTS**
00030	Invitation to Bid
00100	Instructions to Bidders
00300	Bid Submission Checklist
00310	Bid Form
00315	Bidder's Qualification Questionnaire
00320	Electronic File(s) Disclaimer
00410	Bid Bond
00415	Public Entity Crimes
00420	Drug-Free Workplace
00425	Non-Collusive Affidavit
PART 2	**CONTRACT FORMS**
00500	Agreement
00610	Performance Bond
00620	Payment Bond
PART 3	**CONTRACT CONDITIONS**
00705	General Conditions
00815	Supplementary Conditions
PART 4	**SPECIFICATIONS**

Technical Specifications will be included in Drawing Set.

(Remainder of page left blank intentionally.)

ATTACHMENT 3

WORK AUTHORIZATION NUMBER EE-U01
PERSONNEL ACCESS REVISION
VACUUM PUMP STATION NO. 1 (MARILYN DRIVE)
PRELIMINARY PROJECT SCHEDULE

Activity	Duration (Days)	Cumulative Time (Days)
Authorization to Proceed	0	0
Preliminary Coordination internally and with VILLAGE	7	7
Project Site Assessment and Data Gathering	7	14
Submit Plans and Specifications (90%)	21	35
Receive VILLAGE Review Comments*	14	49
Submit Plans and Specifications (100%)	14	63
Receive VILLAGE Review Comments*	14	77
Submit Plans and Specifications (Final Submittal) with Permit Applications as applicable	7	84
Receive Final VILLAGE Review Comments and Permit* Application Signatures	14	98
Regulatory Permitting	N/A	-
Bidding Coordination with VILLAGE*	7	105
Bidding and Contract Award Phase*	45	150
Construction (Final Completion)	90	240
Project Closeout	30	270

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

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dated.

ATTACHMENT 4

WORK AUTHORIZATION NUMBER U01
PERSONNEL ACCESS REVISION
VACUUM PUMP STATION NO. 1 (MARILYN DRIVE)

LIST OF PROJECT DELIVERABLES

DESIGN PHASE

A. 90% Design Submittal

1. One (1) set of 11" x 17" Drawings, 90% complete.
2. 90% Completion Estimate of Probable Construction Cost.

B. 100% Design Submittal

1. One (1) set of 11" x 17" Drawings, 100% complete.
2. 100% Completion Estimate of Probable Construction Cost.

C. Final Design Submittal

1. One (1) set of 11" x 17" Drawings, 100% complete.
2. Final Completion Estimate of Probable Construction Cost.

D. Bidding (Final) Coordination Submittal

1. One (1) set of 11" x 17" Drawings (Final).
2. One (1) Final Completion Estimate of Probable Construction Cost.
3. Four (4) CD's with bid documents in .pdf format.

BIDDING SERVICES

A. Pre-Bid

1. Pre-bid Meeting Minutes Information.
2. Addenda Information, as required, to the VILLAGE and/or Contractors.

B. Post Bid

1. Bid Tabulation.

2. Recommendation of Award Letter.

3. Contractor Notice of Tentative Award.

CONSTRUCTION PHASE

A. Pre-Construction

1. Three (3) sets of 22" x 34" signed/sealed drawings and specifications for Building Permit Submittal.

2. Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction.

3. Three (3) sets of drawings (11" x 17") and specifications for CONTRACTOR's use during construction.

4. Pre-construction conference meeting agenda and minutes.

B. Shop Drawings

1. Electronic copies of accepted and final shop drawings.

C. Construction Inspection

1. Site visit reports will be provided for each site visit in accordance with Task(s) C6.

D. Progress Meetings

1. N/A

E. Contract Modifications

1. Four (4) copies of all completed contract modifications.

F. Pay Requests

1. Copies of reviewed and approved partial and final pay request applications.

G. Record Drawings and Project Closeout

1. Two (2) sets of record drawings.

2. Two (2) CD's with record drawings in .pdf and ACAD (2016 Civil 3D) formats.

H. Commissioning and Startup Reports.

1. N/A

(Remainder of page left blank intentionally.)

VILLAGE OF PALM SPRINGS

PERSONNEL ACCESS REVISION VACUUM STATION NO.1 (MARILYN DRIVE)
WORK AUTHORIZATION NO. EE-U01
ATTACHMENT 5

DATE: October 30, 2018

I. DESIGN PHASE

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative	
D1	Project Administration / Management	0	10									10	$2,500.00
D2	Data Gathering and Preliminary Coordination		4									4	$1,000.00
D3	Not Used												$0.00
D4	Drawings and Engineering		5			0			40	0		2	$5,440.00
D5	Specification Preparartion		4			0						5	$1,070.00
D6	Not Used												
D7	Prepare Opinions of Probable Construction Cost		0			3							$321.00
D8	Bidding Assistance Services		7									3	$1,470.00
D9	Bid Evaluation and Recommendation of Award		2				4					2	$864.00
D10	Submit and Review (Quality Control)		9			0						3	$1,830.00
D11	Not Used												$0.00
D12	Not Used												$0.00
	Total Hours	0	41	0	0	3	4	0	40	0	0	29	
	Rate	$205.00	$180.00	$137.00	$123.00	$107.00	$91.00	$121.00	$110.00	$92.00	$95.00	$70.00	
	Sub-Total Labor	$0.00	$7,380.00	$0.00	$0.00	$321.00	$364.00	$0.00	$4,400.00	$0.00	$0.00	$2,030.00	
		TOTAL DESIGN PHASE LABOR										$14,495.00	$14,495.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	0	$10.00	$0.00
	Full Size drawings (22"x34")	EA	0	$23.20	$0.00
	Specification Booklets	EA	0	$10.00	$0.00
	Prepare CD's (Bid Documents)	EA	0	$10.00	$0.00
2	PHOTOCOPIES	EA	0	$0.20	$0.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	20	$3.00	$60.00
	11 X 17 (SET UP)	EA	60	$3.00	$180.00
4	TRAVEL				
	MILEAGE	MILE	0	$0.545	$0.00
	TOLLS	EA	0	$3.30	$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
	STRUCTURAL	LS	1	$700.00	$700.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	HYDROGEOLOGIC	LS	0	$0.00	$0.00
	PERMIT FEES	LS	0	$0.00	$0.00
	SOFT DIGS	LS	0	$0.00	$0.00
				TOTAL DESIGN PHASE EXPENSES	$940.00

GRAND TOTAL	$15,435.00
USE	$15,435.00

VILLAGE OF PALM SPRINGS

PERSONNEL ACCESS REVISION VACUUM STATION NO.1 (MARILYN DRIVE)
WORK AUTHORIZATION NO. EE-U01
ATTACHMENT 6

I. ENGINEERING SERVICES DURING CONSTRUCTION

DATE: October 30, 2018

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative	
C1	Project Administration/Management		4									8	$1,280.00
C2	Preconstruction Activities Prior to Notice to Proceed		6		4					2		2	$1,896.00
C3	Consult and Advise		3		6					6		1.5	$1,935.00
C4	Review Shop Drawings		5		10							5	$2,480.00
C5	Review Pay Requests and Schedules		0.5		4							1	$652.00
C6	Perform Periodic and Milestone Inspections		0		18							3	$2,424.00
C7	Not Used		0		0							0	$0.00
C8	Contract Modifications		1		2				2			2	$786.00
C9	Project Closeout		2		8				5			2	$2,034.00
C10	Not Used												$0.00
C11	Not Used										0	0	$0.00
C12	Not Used												$0.00
	Total Hours	0	21.5	0	52	0	0	0	7	8	0	24.5	
	Rate	$205.00	$180.00	$137.00	$123.00	$107.00	$91.00	$121.00	$110.00	$92.00	$95.00	$70.00	
	Sub-Total Labor	$0.00	$3,870.00	$0.00	$6,396.00	$0.00	$0.00	$0.00	$770.00	$736.00	$0.00	$1,715.00	
										TOTAL LABOR		$13,487.00	$13,487.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	0	$10.00	$0.00
	Full Size Drawings (22" x 34")	EA	0	$23.20	$0.00
	Specification Booklets	EA	0	$10.00	$0.00
	Record Document CD's	EA	0	$10.00	$0.00
2	PHOTOCOPIES	EA	0	$0.25	$0.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	20	$15.00	$300.00
	11 X 17 (SET UP)	EA	20	$3.00	$60.00
4	TRAVEL				
	MILEAGE	MILE	0	$0.545	$0.00
	TOLLS	EA	0	$3.30	$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	ARCHITECTURAL	LS	0	$0.00	$0.00
	HVAC	LS	0	$0.00	$0.00
				TOTAL EXPENSES	$360.00

GRAND TOTAL	$13,847.00
USE	$13,847.00

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #10: Change Order #4 - Vacuum Station No. 1 Improvements (Task Order No. 240) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, LLC

SUMMARY: On August 12, 2021, the Village Council approved Task Orders No. 240, 266, and 278 with Hinterland Group, LLC for construction services for the Vacuum Station No. 1 Improvements Project for a total contract price of $472,600.00.

During the construction phase of the Vac Station stairwell, it was discovered that there were existing non-village utilities consisting of an FPL electrical service and AT&T phone service lines in conflict with the proposed stairwell location. The electrical service was required to be relocated outside the stairwell footprint and the phone lines resulted in old, abandoned lines that were no longer in use which were removed.

The construction plans were revised to show the relocated route of the electrical service and Hinterland Group, Inc. (Contractor) was issued a work directive to do the work on time and materials per contract requirements.

Note: The project had already experienced several delays due to supply chain issues and permitting issues with the Palm Beach County Building Department.

Later, another issue surfaced when the Contractor proceeded to install a waterproofing product that had not been approved by the Engineer of Record (EOR), CHA Consulting, on the stairwell footer and existing Vac Station wall. The drawings called for a vinyl water-stop at the footer which the Contractor failed to install before it was poured, and a water-stop membrane was improperly installed on the wall. A stop work order was issued until proper documentation was submitted by the Contractor to the Engineer of Record for their review and approval. A determination would need to be made on what product to use on the footer now that it has already been poured. After the Engineer of Record consulted with a waterproofing rep, a directive was issued to the Contractor to remove the improperly installed waterproofing and to install the submitted approved waterproofing product per the manufacturer's specifications and with the Engineer of Record's inspection/approval. All this additional effort caused the Engineer of Record to spend time and resources that were not part of their original contract. Therefore, to cover these additional costs, the Village will enforce the section in the Contractor's contract in the General Conditions, Article 14.03, "Defective Work", which states that costs incurred by the Engineer of Record due to defective work by the Contractor, can be charged back and paid for by the Contractor.

The Village's contracted engineer, CHA Consulting, Inc., and the Utility department are requesting an amendment to the contract for Task Order No. 240 (Change Order #4) of $71,488.00 for the following

items: Additional construction services via WD #1 ($84,656.00), a deduction for additional engineering services by CHA Consulting, Inc., (-$13,168.00) for defective work, and an extension of contract time for an additional 112 calendar days for work performed under WD #1 (total contract time from 752 days to 864 days).

Note: Copies of the previous three (3) change orders are available in the clerk's office if required.

FISCAL IMPACT:

Item	Contract Amount	Contract Time / Add' l Days
Original Contract Amount	$472,600.00	240 days
Approved CO #1	-$51,549.95	0 days
Approved CO #2	$0.00	290 days
Approved CO #3	$0.00	222 days
Proposed CO #4	$71,488.00	112 days
Revised Contract Amount	**$492,538.05**	**864 days**

If approved, the total cost of the Vacuum Station No. 1 Improvements Project within Task Order No. 240 will be increased to **$492,538.05,** and the total contract time will be increased to **864** days.

If approved, it is estimated that the proposed Vacuum Station No. 1 Project will be completed by January 4, 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 term of the contract.

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

ATTACHMENTS:

1. Proposed Change Order No. 4 - Hinterland Group
2. Construction Schedule (Revision #4) - Hinterland Group
3. Executed Agreement - Hinterland Group

Change Order No. 4

Date of Issuance: November 13, 2023
Effective Date:

Owner: Village of Palm Springs
Contractor: Hinterland Group
Engineer: CHA Consulting, Inc.
Project: Vacuum Pump Station No 1 Improvements

Owner's Task Order No.: 240, 266, 278
Invitation to Bid (ITB #): 2021B-006
Engineer's Project No.: 400-089.01

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

Description: *3rd Contract Extension and Increase to Contract Price due to Work Change Directive #1. This change order request also includes a deductive amount for Engineering Scope Revision #4 that is to be paid by the Contractor per General Conditions Article 14.03 Defective Work.*

Attachments: *Executed Work Change Directive #1, PCO006 with backup for Time & Material and Time Extension Letter Request with Construction Schedule, and Engineering Scope Revision #4.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 472,600.00	Original Contract Times: 210 Days / 240 Days Substantial Completion: 3/21/2022 Ready for Final Payment: 4/20/2022 dates
[~~Increase~~] [**Decrease**] from previously approved Change Orders No. 0 to No. 3: $ -51,549.95	[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 3: Substantial Completion: 512 Days Ready for Final Payment: 512 Days days
Contract Price prior to this Change Order: $ 421,050.05	Contract Times prior to this Change Order: Substantial Completion: 8/15/2023 Ready for Final Payment: 9/14/2023 dates
[**Increase**] [~~Decrease~~] of this Change Order: $ 71,488.00	[**Increase**] [~~Decrease~~] of this Change Order: Substantial Completion: 112 Days Ready for Final Payment: 112 Days days
Contract Price incorporating this Change Order: $ 492,538.05	Contract Times with all approved Change Orders: Substantial Completion: 12/5/2023 Ready for Final Payment: 1/4/2024 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: [signature]	By: [signature]
CHA Consulting, Inc. (EOR)	Michael Bornstein	Hinterland Group, Inc.
Title: Project Team Leader	Title Village Manager	Title Project Director
Date: 11/15/2023	Date 11/27/23	Date 11/29/23

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. 4 to the Vacuum Pump Station No 1 Improvements Project on _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____
Kimberly M. Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Village of Palm Springs
E S T I M A T E / C H A N G E O R D E R R E C O R D

TASK # 240
PO # 138
PROJECT BID NO. (ITB#) 2022B-006

DATE: 11/15/2023
PREPARED BY: WS
FILE: CO #4 - WD #1 w Time Ext & Consultant Fees

Project: **Vac Station No 1 Improvements**
Plans: **CHA Consulting, Inc.**

Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Vendor	Vendor Cost	Subtotal Amount	Totals	Comments
	Additional Work & Engineering Services											
1	**Costs Associated w/ Work Directive #1**											
2	Hinterland Costs for Time & Material	1	LS		0		0	84,656.00	$84,656.00	$84,656.00		
3												
4												
5	**Costs Associated w/ Additional Engineering**											
6	CHA Consulting's Add' l Costs for Defective Work	1	LS		0		0	(13,168.00)	($13,168.00)	($13,168.00)		Engineer's time to review defective
7	by Hinterland Group											work and provide a solution to
8												Contractor.
9												
10												
11												
12												
13	**TOTAL**										**$71,488.00**	
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
	Total Cost				$0.00		$0.00		$71,488.00		**$71,488.00**	**Net Change Order Amount**

Work Change Directive No. 1

Date of Issuance: 6/15/2023
Effective Date:

Owner: Village of Palm Springs
Owner's Task Order No.: 240,266,278

Contractor: Hinterland Group, Inc.
Contractor's Project No.:

Engineer: CHA Consulting, Inc.
Engineer's Project No.: 400-089.01

Project: Vacuum Pump Station No. 1 Improvements
Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

1. Redirect C01 as shown on revised Sheet E-02 and Sheet E-05.
2. Modify Vacuum Main as shown on revised Sheet M-01 and Sheet S-03.
3. Remove the two (2) concrete wash-out areas that are in direct conflict with the proposed building identified during preliminary investigations.

Attachments: *[List documents supporting change]*

Revised Sheet E-02, E-05, M-01, S-03. Response to Request for Information #3 & #4.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ 0 [increase] [decrease].

Contract Time 30 days [**increase**] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum
☐ Unit Price
☐ Cost of the Work
☒ Other: Time & Material

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Team Leader	Title: Project Manager	Title: PROJECT DIRECTOR
Date: 6/15/2023	Date: 6/15/2023	Date: 8/21/23

Approved by Funding Agency (if applicable)

By: Date:

Title:

Change Order Proposal

To: Village of Palm Springs
Attn: Stephanie Bortz, CFM, EI

Date: June 26, 2023
Revised: November 9, 2023
Proposal No: 006
HG Project No: 21-0124-00

Project: Vacuum Pump Station No. 1 Improvement

Description:

This proposal is to cover the costs of additional work necessary to relocate utilities found in the construction area. Per Work Change Directive #1

Labor, Equipment & Material - Vacuum Pipe Relocation

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
1	Mechanical/Civil Crew Rate	78.5	HR	$550.00	$43,175.00	
2	8" PVC SDR-21 Pipe	60	FT	$17.95	$1,077.00	
3	8"x45 PVC SDR-21 Bend, Gasketed	6	EA	$324.00	$1,944.00	
4	8" PVC SDR-21 Sleeve, Gasketed	2	EA	$384.00	$768.00	
5	8" Bell Restraint	1	EA	$240.00	$240.00	
6	8" MegaLug	1	EA	$78.00	$78.00	
7	8" MJ Accesorie Kit	1	EA	$23.00	$23.00	
8	Materials Tax	1	LS	$289.10	$289.10	
9	Dewatering	48	HR	$258.00	$12,384.00	
10	Truck (Disposal)	16.5	HR	$300.00	$4,950.00	
11	Surveying	1	LS	$493.75	$493.75	
12	Remobilization	1	LS	$2,500.00	$2,500.00	
13					$0.00	

Labor & Materials Subtotal:	$67,921.85
Contractor Fee (15%):	$ 10,188.28
Labor, Equipment & Materials Total:	$ 78,110.13

Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd. Riviera Beach, FL 33404 - Ph 561-640-3503 - Fax 561-640-3504
Page 1 of 2

Change Order Proposal

To: Village of Palm Springs
Attn: Stephanie Bortz, CFM, EI

Date: June 26, 2023
Revised: November 9, 2023
Proposal No: 006
HG Project No: 21-0124-00

Labor, Equipment & Material - Electrical Feeder Relocation

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
1	Electrical Crew Rate	17.5	HR	$400.00	$7,000.00	
2	2-1/2" PVC SCH-40 Pipe	80	FT	$3.60	$288.00	
3	2-1/2" x 90 PVC SCH-40 Bend	3	EA	$7.25	$21.76	
4	2-1/2" SCH-40 Coupling	10	EA	$1.41	$14.07	
5	24x24x8 PVC Junction Box	1	EA	$366.94	$366.94	
6	2-1/2" x 45 PVC SCH-40 Bend	1	EA	$29.16	$29.16	
7	3/0 Wire	420	FT	$3.26	$1,368.60	
8	2-1/2" PVC SCH-40 End Bell	3	EA	$6.18	$18.53	
9	Pull Box (36"x24")	1	EA	$1,077.68	$1,077.68	
10	Materials Tax	1	LS	$222.93	$222.93	
11	Sod	0	LS	$500.00	$0.00	
12					$0.00	
				Labor & Materials Subtotal:	$10,407.67	
				Contractor Fee (15%):	$ 1,561.15	
				Labor, Equipment & Materials Total:	$ 11,968.82	

Labor, Equipment & Material - Wall Sleeve Installation Credit

Item #	Description	Qty	Unit	Unit Price	Extended Price	Additional Time
1	Mechanical/Civil Crew Rate	8.0	HR	$550.00	$4,400.00	
2	Wall Sleeves	2	EA	$238.00	$476.00	
3	Link Seals	24	EA	$12.03	$288.72	
4						
5					$0.00	
				Labor & Materials Subtotal:	$5,164.72	
				Contractor Fee (5%):	$ 258.24	
				Labor, Equipment & Materials Total:	$ 5,422.96	

Water Stop Defective Work- Engineering Cost (credit)-------($13,168.00)

$ 84,656.00

112 Days

$71,488.00

Best Regards,

Kervin Flores-Garcia
Project Manager

Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd. Riviera Beach, FL 33404 - Ph 561-640-3503 - Fax 561-640-3504

Page 2 of 2

Wallace Surveying Corporation
Phone (561) 640-4551
5553 Village Boulevard
West Palm Beach, FL 33407

Invoice

DATE:	10/30/2023
INVOICE #:	55088
P.O. NO.:	hinterland gro...

BILL TO:

HINTERLAND GROUP
2051 W BLUE HERON BLVD.
RIVIERA BEACH, FL 33404

ORDERED BY:	KERVIN
FILE/ACCT NO.:	23-1288
JOB NAME:	
DESCRIPTION:	HG# 21-0124-00 3180 S MILITARY TRAIL

		PROFESSIONAL SERVICES	HOURS	AMOUNT
6/6/2023	RC-PLS	23-1288: LOG IN JOB, WRITE WORK ORDER, AND SET UP	0.75	93.75
6/7/2023	CE-2 MAN CREW	23-1288: SET H & V CONTROL	2.5	400.00

Total	$493.75
Payments/Credits	$0.00
Balance Due	$493.75

PAYMENT DUE UPON RECEIPT
INTEREST WILL BE CHARGED ON ALL
UNPAID AMOUNTS OVER 30 DAYS

November 13, 2023
400-089.03

(Sent via email to wsanchez@vpsfl.org)

Mr. Walter Sanchez
Public Service Project Manager
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Sanchez:

Reference: Engineering Change Order No. 4
Vacuum Pump Station No. 1 Improvements
Task Order #240

This Engineering Change Order is being submitted to increase the budget for Engineering Services During Construction Phase. This Engineering Change Order includes the final man-hours required to complete the review of defective work as of September 7, 2023 for the above-mentioned project. General Conditions Article 14.03- Defective Work requires all costs and damages associated or related to defective work the Contractor shall pay all claims, costs, losses and damages. CHA Consulting, Inc. does not have an active contract with Hinterland Group, Inc, therefore, we are requesting this Engineering Change Order to the Village of Palm Springs. CHA Consulting, Inc. will assist the Village in obtaining a deductive proposal from Hinterland Group, Inc. to credit the Village of Palm Springs for the total work associated with the Defective Work.

The completed work to provide professional engineering services related to the identified defective work is as follows:

1. Task C-11 Special Services

For the additional items summarized above, we request **$13,168.00 under Task Order #240** for the anticipated additional work effort. The attached spreadsheet provides a breakdown of our proposed fee.

If you have any questions or require additional information pertaining to the attached documents or the project in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.

Encl.

4700 Riverside Drive, Suite 110, Coral Springs, FL 33067
T 954.510.4700 • F 954.755.2741 • www.chacompanies.com

Attachments:

☒ Revision Fee Breakdown ☐ Other:

☐ Revised Schedule

Y:\Documents\Village\400-089.03 Vacuum Pump Station No.1 Improvements - SDC\Project Management\Engineering Scope Revisions\Engineering Scope Revision Number 4\TO#240 Engineering Scope Revision 4.docx

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : **November 15, 2023** VILLAGE RFQ. NO.: **2018R-002**

WORK AUTHORIZATION NO.: **EE-U01.4** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **240** G/L CODE: **41336-56200**

CHA CONSULTING, INC. PROJECT NO.: **400-089.03**

PROJECT TITLE: **Vacuum Pump Station No. 1 Improvements**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs ("VILLAGE"), and CHA Consulting, Inc., f/k/a Eckler Engineering, Inc., ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Additional Services During Construction (SDC) for CHA Consulting, Inc. to provide professional engineering services to review defective work as of September 7, 2023.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK C-11 Special Services

Consultant to provide review of defective work identified and provide final engineering recommendations and inspection during construction.

III. DELIVERABLES

CONSTRUCTION PHASE

A. Defective Work Correspondence with revised construction drawing

   i. Electronic copies of accepted and final shop drawings.

B. Construction Inspection

   i. Site visit report will be provided for each site visit.

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

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Construction (Final Completion)	624	624

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an *additional* hourly Not-To-Exceed Fee of $13,168.00 as outlined in Table [2] for a total contract amount of $75,926.00.

TABLE 2

ENGINEERING SERVICES DURING CONSTRUCTION

Description	Total
C-11 Special Services	$13,168.00
TOTAL	$13,168.00

VI. ASSUMPTIONS

Assumptions, items not included, are per original Task Order EE-U01.4

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and CHA Consulting, Inc. f/k/a Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHA CONSULTING, INC.

By: 

Print Name: Douglas K. Hammann

Title: Project Team Leader

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

VACUUM STATION NO.1 UPGRADES

I. ENGINEERING SERVICES DURING CONSTRUCTION

DATE: November 10, 2023

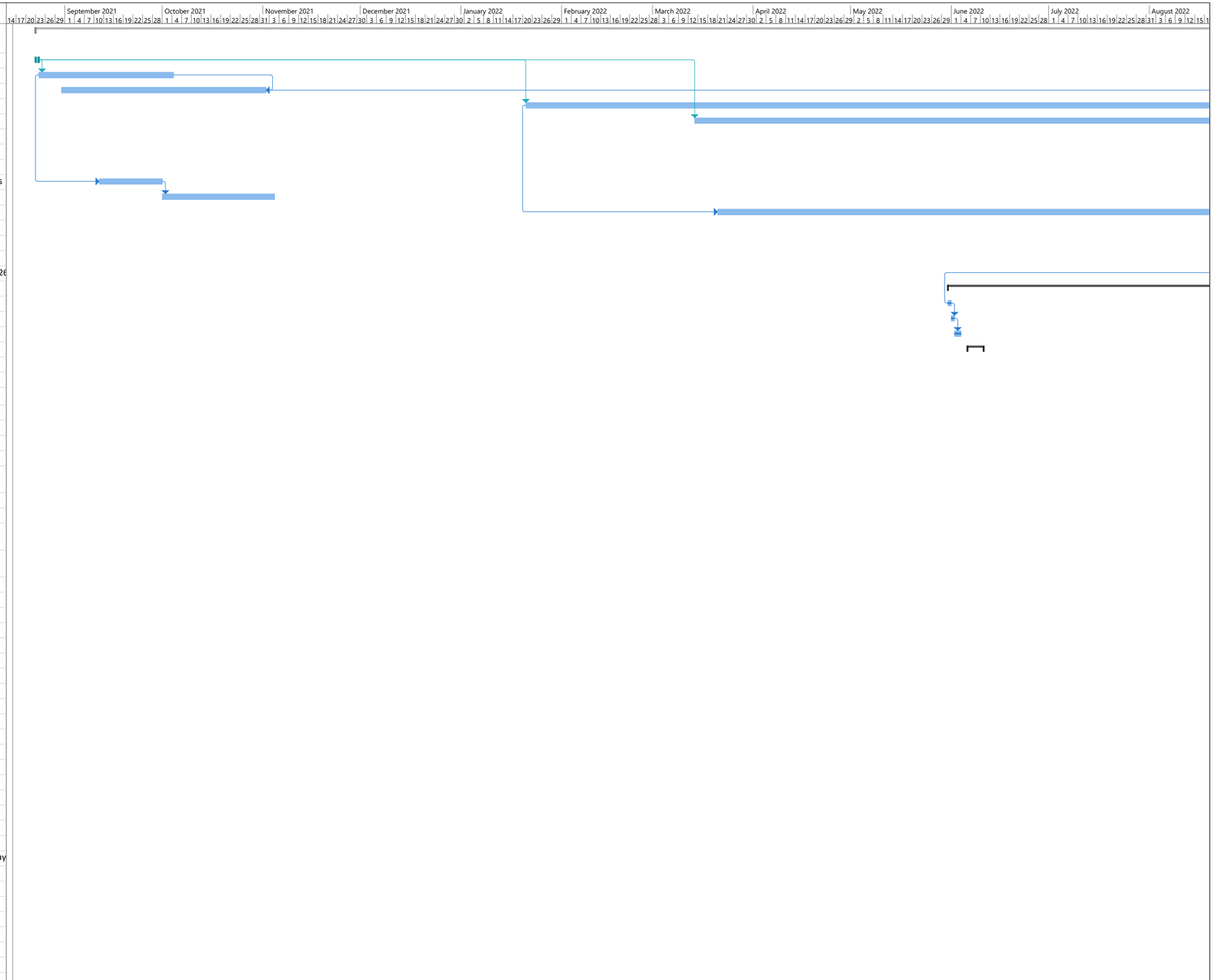
	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative	
C1	Project Administration/Management												$0.00
C2	Not Used												$0.00
C3	Consult and Advise												$0.00
C4	Review Shop Drawings												$0.00
C5	Review Pay Requests and Schedules												$0.00
C6	Perform Periodic and Milestone Inspections												$0.00
C7	Not Used												$0.00
C8	Contract Modifications												$0.00
C9	Not Used												$0.00
C10	Not Used												$0.00
C11	Special Services/Water Stop Review		8		92.5	2							$13,151.50
C12	Not Used												$0.00
	Total Hours	0	8	0	92.5	2	0	0	0	0	0	0	
	Rate	$205.00	$195.00	$137.00	$123.00	$107.00	$91.00	$121.00	$110.00	$92.00	$95.00	$70.00	
	Sub-Total Labor	$0.00	$1,560.00	$0.00	$11,377.50	$214.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
									TOTAL LABOR		$13,151.50		$13,151.50

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	1	$16.00	$16.00
	Full Size Drawings (22" x 34")	EA	0	$37.12	$0.00
	Specification Booklets	EA	0	$10.00	$0.00
	Record Document CD's	EA	0	$10.00	$0.00
2	PHOTOCOPIES	EA	0	$0.25	$0.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	0	$15.00	$0.00
	11 X 17 (SET UP)	EA	0	$3.00	$0.00
4	TRAVEL				
	MILEAGE	MILE	0	$0.000	$0.00
	TOLLS	EA	0	$0.00	$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	ARCHITECTURAL	LS	0	$0.00	$0.00
	HVAC	LS	0	$0.00	$0.00
				TOTAL EXPENSES	$16.00

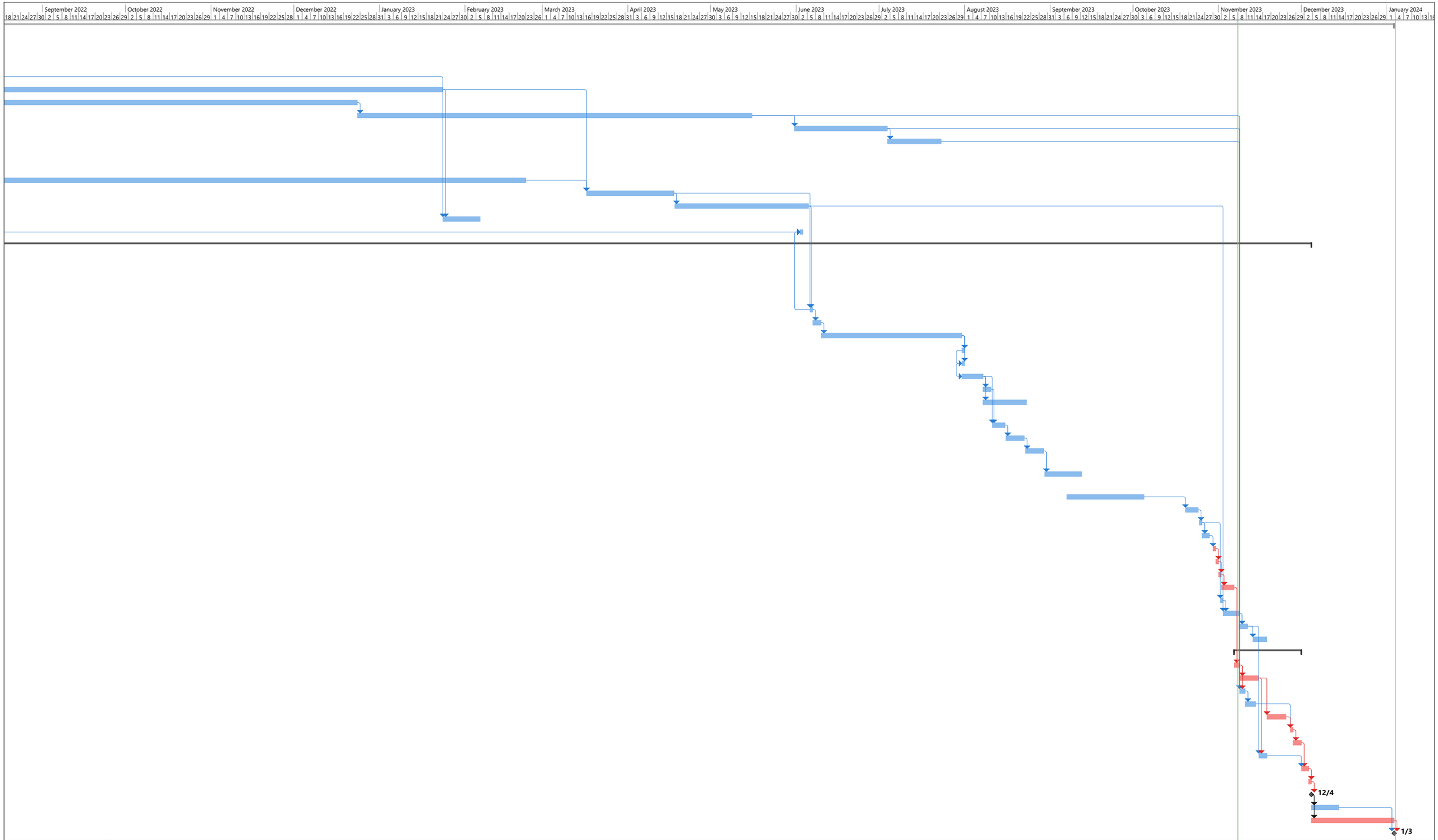
GRAND TOTAL	$13,167.50
USE	$13,168.00

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
0		**21-0124-00 - Palm Springs VPS No1 - Baseline Schedule Rev 11-08-23**	**894.5 days**	**Mon 8/23/21**	**Wed 1/3/24**	
1		**Notice to Proceed**	**1 day**	**Mon 8/23/21**	**Mon 8/23/21**	
2		Submittal production	6.14 wks	Tue 8/24/21	Mon 10/4/21	1
3		Submittal Review Period	65.25 days	Tue 8/31/21	Mon 11/1/21	2FF+20 days
4		Permitting	381.25 days	Fri 1/21/22	Mon 1/23/23	1
5		ATS Production	42.14 wks	Mon 3/14/22	Fri 12/23/22	1
6		**ATS Production DELAYS**	**148.25 days**	**Sat 12/24/22**	**Mon 5/15/23**	**5**
7		**ATS Production DELAYS II**	**35 days**	**Wed 5/31/23**	**Mon 7/3/23**	**6**
8		**ATS Production DELAYS III**	**20 days**	**Tue 7/4/23**	**Sun 7/23/23**	**7**
9		Vacuum Pumps Submittal Evaluation	20 days	Sat 9/11/21	Thu 9/30/21	2SS+1.14 wks
10		Vacuum Pumps Production	5.14 wks	Fri 10/1/21	Thu 11/4/21	9
11		Aluminum Stairs Submittal Evaluation	351 days	Mon 3/21/22	Wed 2/22/23	4SS+40 days
12		**Change Order Approval**	**33 days**	**Fri 3/17/23**	**Mon 4/17/23**	**4,11**
13		Aluminum Stairs Production	50 days	Tue 4/18/23	Mon 6/5/23	12
14		Materials Production	2 wks	Tue 1/24/23	Mon 2/6/23	3,4
15		Call Locates	1 day	Fri 6/2/23	Sat 6/3/23	17SS-3 days,26
16		**Construction**	**572.5 days**	**Tue 5/31/22**	**Mon 12/4/23**	
17		Mobilization	1 day	Tue 5/31/22	Tue 5/31/22	
18		Potholing Utilities	1 day	Wed 6/1/22	Wed 6/1/22	17
19		Relocate Pump Out Connection	2 days	Thu 6/2/22	Fri 6/3/22	18
20		**Vacuum Pumps Installation**	**5 days**	**Mon 6/6/22**	**Fri 6/10/22**	
26		Re-Mobilization	1 day	Tue 6/6/23	Tue 6/6/23	12,13
27		Excavation for New Access Building	3 days	Wed 6/7/23	Fri 6/9/23	26
28		**DELAY - Utilities Conflict**	**53 days**	**Sat 6/10/23**	**Sun 7/30/23**	**27**
29		Re-Mobilization	1 day	Mon 7/31/23	Mon 7/31/23	28
30		FPL Disconnect	1 day	Mon 7/31/23	Mon 7/31/23	28,29SS
31		Relocate FPL Service Conduit	8 days	Mon 7/31/23	Mon 8/7/23	30SS
32		Relocate Vacuum Pipeline	3 days	Mon 8/7/23	Thu 8/10/23	31
33		Building Department Inspection and FPL Reconnect	16 days	Mon 8/7/23	Wed 8/23/23	31
34		Excavation for New Access Building	5 days	Fri 8/11/23	Tue 8/15/23	32,31
35		Demolition	7 days	Wed 8/16/23	Tue 8/22/23	34
36		New Access Building Footing (Form, Rebar & Pour)	7 days	Wed 8/23/23	Tue 8/29/23	35
37		New Access Building Walls (Form, Rebar & Pour)	14 days	Wed 8/30/23	Tue 9/12/23	36
38		WATER STOP ISSUE	29 days	Thu 9/7/23	Wed 10/4/23	
39		New Access Building Walls & Roof Formw	5 days	Fri 10/20/23	Tue 10/24/23	38
40		Concrete Pour (Walls & Roof)	1 day	Wed 10/25/23	Wed 10/25/23	39
41		Walls Curring Period	3 days	Thu 10/26/23	Sat 10/28/23	40
42		Remove Walls Formboards	1 day	Mon 10/30/23	Mon 10/30/23	41
43		Apply Waterproofing (TREMproof)	1 day	Tue 10/31/23	Tue 10/31/23	42
44		TREMproof Curing	1 day	Wed 11/1/23	Wed 11/1/23	43
45		Backfill & Compact	5 days	Thu 11/2/23	Mon 11/6/23	44
46		Remove Roof and Interior Walls Formboar	1 day	Wed 11/1/23	Thu 11/2/23	40FS+7 days
47		Install Aluminum Grating Platform and Sta	6 days	Thu 11/2/23	Wed 11/8/23	13,46
48		Finishes (Interior and Exterior)	3 days	Wed 11/8/23	Sat 11/11/23	47
49		Install XYPEX Roofing System	5 days	Mon 11/13/23	Sat 11/18/23	48FS+2 days
50		**Electrical Works, Generator**	**25 days**	**Mon 11/6/23**	**Thu 11/30/23**	
51		Underground Conduit - Generator	2 days	Mon 11/6/23	Wed 11/8/23	45
52		Generator Slab	7 days	Wed 11/8/23	Wed 11/15/23	51
53		Install Automatic Transfer Switch	2 days	Wed 11/8/23	Fri 11/10/23	6,7,8,51
54		Conduits & Wiring	4 days	Fri 11/10/23	Tue 11/14/23	53
55		Generator Install (By Others)	7 days	Sat 11/18/23	Sat 11/25/23	52FS+3 days
56		Electrical Inspections	1 day	Mon 11/27/23	Mon 11/27/23	54,55FS+2 day
57		Commissioning and Startup	3 days	Tue 11/28/23	Thu 11/30/23	56
58		Fence Modifications and Installation	3 days	Wed 11/15/23	Sat 11/18/23	48,52
59		Restoration	3 days	Fri 12/1/23	Sun 12/3/23	58,57
60		Partial Demobilization	1 day	Sun 12/3/23	Mon 12/4/23	59
61		**Contract Substantial Completion**	**0 days**	**Mon 12/4/23**	**Mon 12/4/23**	**60**
62		Final Walkthrough & Punch-out	10 days	Mon 12/4/23	Thu 12/14/23	61
63		Contract Close-out Documentation	31 days	Mon 12/4/23	Wed 1/3/24	61
64		**Contract Final Completion**	**0 days**	**Wed 1/3/24**	**Wed 1/3/24**	**63,62**



Project: 21-0124-00 - Palm Spr
Date: Wed 11/8/23

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 | Critical | Critical Split | Progress | Manual Progress



Project: 21-0124-00 - Palm Spr
Date: Wed 11/8/23

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator and, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Vacuum Pump Station No. 1 Improvements.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a lump sum of: $472,600.00

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

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
	Not Applicable				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$ N/A

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

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $472,600.00

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in 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 to11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to3, inclusive).
4. Other bonds.
   a. [redacted] (pages [redacted] to [redacted], inclusive).

b. [redacted] (pages [redacted] to [redacted], inclusive).

c. [redacted] (pages [redacted] to [redacted], inclusive).

5. General Conditions (pages 1 to 65, inclusive).

6. Supplementary Conditions (pages 1 to 10, inclusive).

7. Specifications as listed in the table of contents of the Project Manual, dated April 1, 2021.

8. Drawings (not attached but incorporated by reference) consisting of 39 sheets with each sheet bearing the following general title: Vacuum Pump Station No. 1 Improvements, dated April 1, 2021.

9. Addenda (numbers [redacted] to [redacted], inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages [redacted] to 125, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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 Statues. 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 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

IF THE 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 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that 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
Foreign voluntary worker compensation	Statutory

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

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

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

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

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

a.	Excess or Umbrella Liability	
	1) General Aggregate	$5,000,000
	2) Each Occurrence	$1,000,000

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

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence	$1,000,000

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

   a. Village of Palm Springs

10.11 *Audit By Village*

A. 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.

10.12 *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.

10.13 *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.

10.14 *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.

10.15 *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.

10.16 *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.

10.17 *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.

10.18 *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.

10.19 *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.

10.20 *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.

10.21 *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 Statues, 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.

10.22 *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.

10.23 *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.

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

This Agreement will be effective on 8/12/21 (which is the Effective Date of the Contract).

VILLAGE:

By: _____

Title: Mayor

Attest: _____

Title: Village Clerk

Approved as to Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

CONTRACTOR: Hinterland Group Inc.

By: _____

Title: President

Attest: _____

Title: Notary Public

Notary Public State of Florida
Julie Gwinner
My Commission HH 097126
Expires 05/07/2025

Address for giving notices:

2051 W. Blue Heron Blvd

Riviera Beach, FL 33404

License No.: _____
(where applicable)

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #11: Work Authorization No. SAK-U04 Trenchless Rehabilitation Services (Sewer Lining) (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC.

SUMMARY: The Utilities Department must utilize trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system. Infiltration is water that leaks into the sanitary sewer system through cracks, broken joints, and holes in manholes and sewer pipes. Infiltration and inflow increase the Village's sewage transmission costs as these costs are based on the volume of liquid measured by flow meters at the point where sewage leaves the village collection system. In addition, infiltration and inflow consume part of the Village's fixed sewage treatment capacity which would otherwise be available for new sewer customers. For these reasons, it is important to annually seal those portions of the village's sewage collection system which are experiencing significant infiltration and inflow. Village staff have identified 5,071 linear feet of cured-in-place pipe lining and 243 vertical feet of manhole rehab that will be completed. The total cost for the identified areas of sewer lining and manhole rehabilitation is $279,839.00.

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

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

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

The approved FY 2024 Budget - Water & Sewer fund included $280,000.00 for wastewater lining. If approved, it is estimated that the proposed project would be completed within 90 days (April 2023)

following the Notice to Proceed by the Village.

The proposed project Work Authorization No. SAK-U04 was prepared by SAK Construction, LLC, and reviewed by the Assistant Utilities Director, Utilities Director, Finance Director, and the Village Attorney.

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 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. Proposed Work Authorization No. SAK-U04
2. Quote - SAK Construction, LLC.
3. Sewer Lining Map

PROJECT WORK AUTHORIZATION NO. SAK-U04 WITH SAK CONSTRUCTION LLC FOR LINING OF GRAVITY SEWER LINES

This Project Work Authorization No. SAK-U04 is made as of the _____ day of _____, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **SAK Construction, LLC.**, , O'Fallon, MO 63366, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

1.0 Project Description:

The Public Service Department has identified a need to "line" gravity sewer lines within the Village utility system.

The Village desires the Contractor to line the following linear feet of gravity sewer lines:

1. 5,071' of 8" and 10" line

The Village desires the Contractor to rehabilitate 26 manholes totaling the following linear feet:

1. 243'

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "A"**.

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (90) calendar days from the Village's issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of $279,839.00. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for Trenchless Rehabilitation Services between the Village and the Contractor, dated January 12, 2023. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 4 to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **SAK Construction LLC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by_____, as _____ of SAK Construction, LLC., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

SAK™
Pipeline Infrastructure. Solved.™

636.385.1000 tel
636.385.1100 fax
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

October 19, 2023

Mr. Lazaro Farrey
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

Subject: Proposed CIPP Lining for Village of Palm Springs, using OMNIA Partners Contract #R220402

SAK Construction, LLC is pleased to present you with the following proposal to renew sanitary sewer mains and associated manhole structures for the Village of Palm Springs Utility Department (Village). This proposal is based on completing the scope of work on maps 21, 25, 37, and 42 which is 4,969 LF of 8" sanitary sewer, 102 LF of 10" sanitary sewer, plus the 19 manholes included in those segments and the 7 manholes on map 25 for a total of 26 manholes which totals approximately 243 VF of manhole rehab.

The segments to be lined are highlighted in **green** and the manholes are circled in **red** on the included maps. The proposal is based on the Village, already a current member of OMNIA Partners, utilizing SAK Construction's Contract #R220402 for "Trenchless Technology Rehabilitation and Related Items and Services," which was competitively bid, and awarded to SAK. This proposal includes unit pricing for installing cured-in-place pipe (CIPP) and performing manhole rehabilitation, and as allowed for in the OMNIA bid documents, based on your anticipated budget spend, SAK is extending discounted scope unit pricing where possible to the Village, as shown in the pricing summary below.

OMNIA Item	Work Description	Qty	UOM	OMNIA Price	Price based on Scope	Extended Price
32	6" - 12" Clean & TV Sewer	5,071	LF	$6.60	$5.00	$25,355.00
2	CIPP Installation 8" x 4.5mm	4,969	LF	$44.00	$39.00	$193,791.00
3	CIPP Installation 10" x 6.0mm	102	LF	$59.00	$59.00	$6,018.00
119	Calcium-Aluminate Mortar MH Rehab (48" diam)	243	VF	$276.00	$225.00	$54,675.00
43	Trimming Protruding Service Laterals	0	EA	$1,650.00	$400.00	$0.00
					Total	**$279,839.00**

To summarize, SAK will clean and televise the 5,071 LF of combined 8" and 10" footage, then install 8" x 4.5mm CIPP in the 8" diameter sewer segments and install 10" x 6.0mm CIPP in the 10" diameter sewer segments. The pricing per foot for the CIPP installations shown includes internal service lateral reinstatements after the CIPP is cured. During cleaning & televising, if any service lateral connections are found to protrude into the main, preventing the installation of the CIPP, they will need to be mechanically trimmed back by SAK to the pipe wall at a cost of $400.00 each. There is no quantity in the table above for protruding service laterals, as the line item is only there to establish the cost if any are found during the cleaning & televising process. The 26 identified manholes will be rehabilitated with Sewpercoat 100% pure-fused Calcium Aluminate mortar with minimum manufacturer required ½-inch thickness from ring to floor including bench.

SAK™
Pipeline Infrastructure. Solved.™

636.385.1000 tel
636.385.1100 fax
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

INCLUSIONS:

- Pipeline cleaning, televising and service connection identification.
- CIPP installation as specified in ASTM F1216 and internal service lateral reinstatement.
- All CIPP work within street right of way (or within 25 feet).
- Traffic control included in the above pricing is for signage and cones only.
- CCTV acceptance inspection DVD.
- Manhole work includes 1) repairs & build-out of excessive surface loss; 2) repairs to infiltration; 3) rebuild floor bench & channels; 4) Sewpercoat application at minimum ½-inch thickness to walls from ring to floor including bench;
- One (1) mobilization is included in the above pricing.
- One (1) year standard construction warranty on materials and workmanship upon acceptance of completed work.

EXCLUSIONS:

- Any special insurance required (i.e., Railroad protective insurance).
- Permits.
- Access to the manholes and sewer mains to be rehabilitated. Should any of the manholes be buried, it will be the Owner's responsibility to uncover them for access.
- Heavy cleaning.
- Access to hydrants for water within 500 feet of the installation point.
- Point repairs.
- Heavy traffic control beyond signage and cones. Flagmen, arrow boards and traffic control permits are not included.
- 3rd party CIPP testing (SAK performs internal quality testing).
- Performance and payment bonds.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice.
- Partial monthly payments will be requested.
- Final payment in full within 30 days of completion of SAK work.

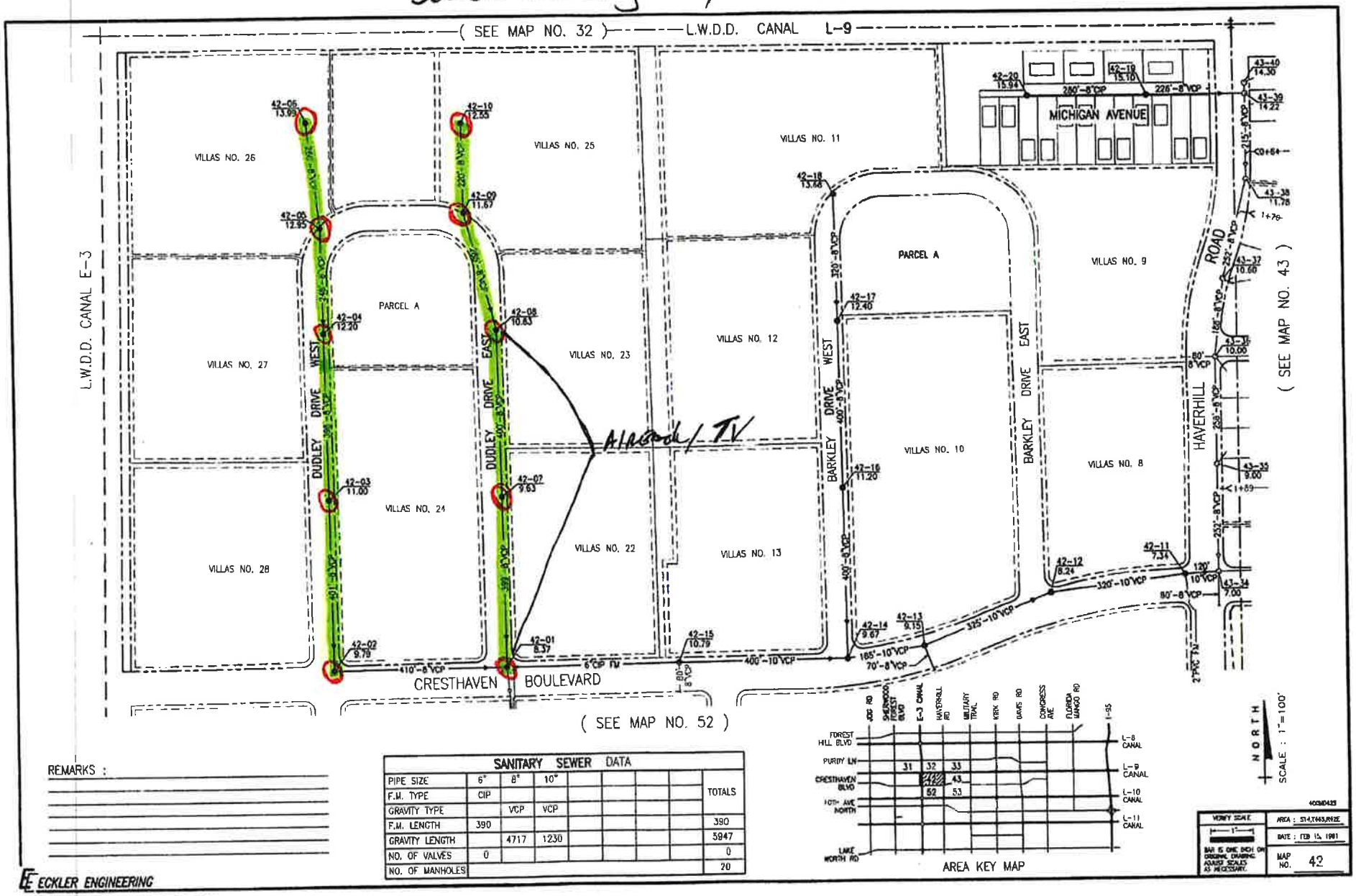
We look forward to hearing back from you on this proposal and appreciate the opportunity to work for the Village of Palm Springs Utility Department again.

Respectfully,

Charlie Kuhnmuench

Charlie Kuhnmuench
Vice President Business Development

Sewer Lining Proposal F/Y 2024



REMARKS :

SANITARY SEWER DATA									
PIPE SIZE	6"	8"	10"						TOTALS
F.M. TYPE	CIP								
GRAVITY TYPE		VCP	VCP						
F.M. LENGTH	390								390
GRAVITY LENGTH		4717	1230						5947
NO. OF VALVES	0								0
NO. OF MANHOLES									20

ECKLER ENGINEERING

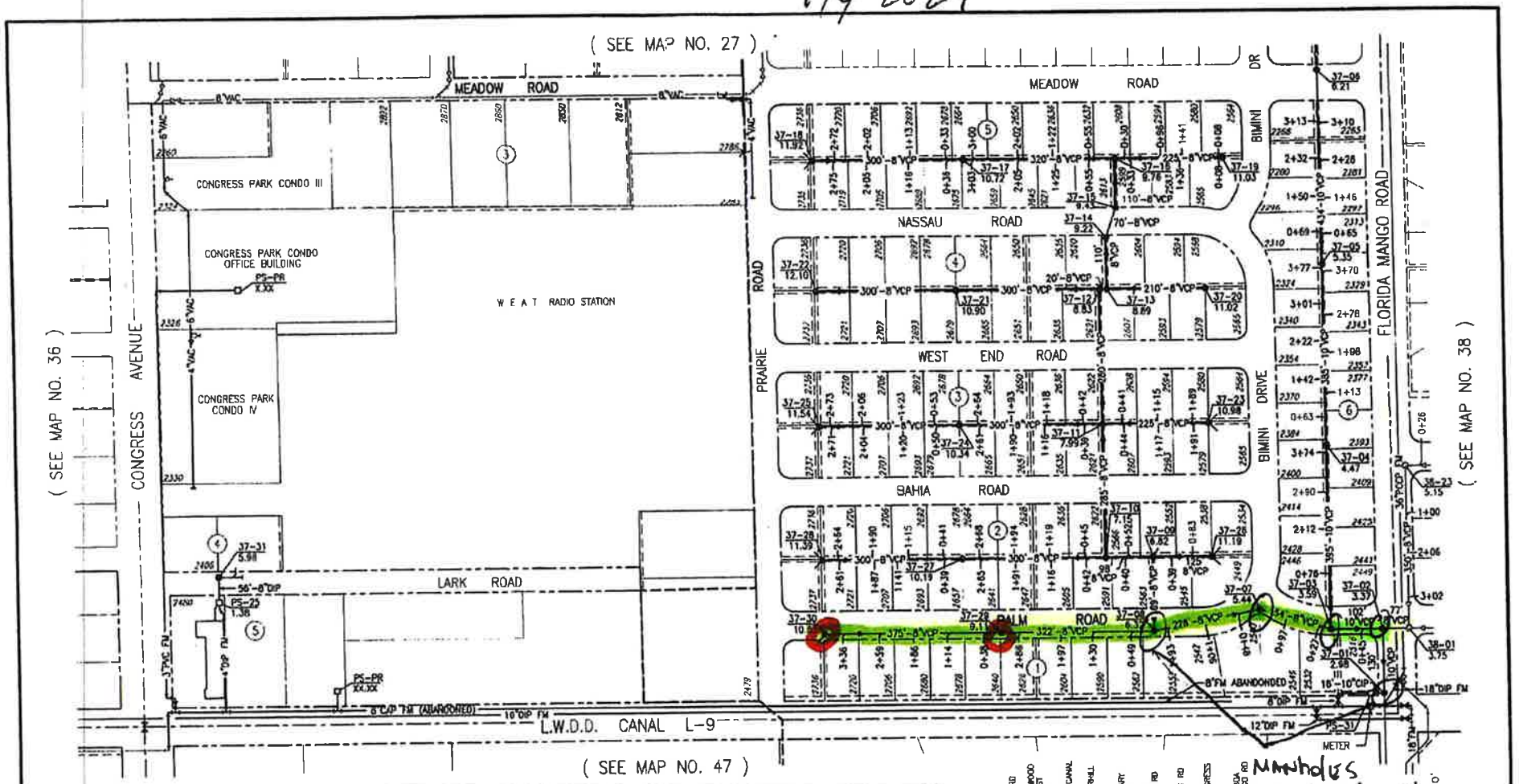
VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

AREA : STATIONS/PIPE

DATE : FEB 15, 1981

MAP NO. 42

FY 2024

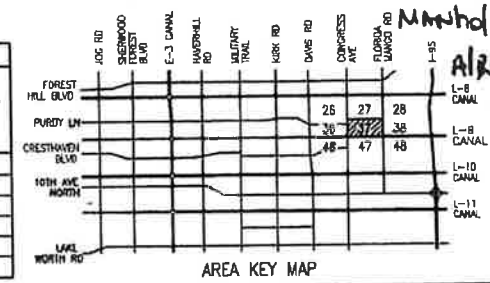


Manholes Already done

SANITARY SEWER DATA												
PIPE SIZE	3"	4"	4"	6"	8"	8"	10"	10"	12"	16"	18"	TOTALS
F.M. TYPE	PVC	DIP			CAP	DIP			DIP	DIP	CIP	
GRAVITY TYPE					VCP		CIP	VCP				
VAC TYPE			PVC	PVC								
F.M. LENGTH	1000	230			125	98			227	2820	284	4584
GRAVITY LENGTH					5237		18	1446				6699
VAC LENGTH			545	530								1075
NO. OF VALVES	1		1			1			2	1	2	8
NO. OF MANHOLES												31
NO. OF VAC. PITS												3

REMARKS: 16-INCH AND 20-INCH DIP FORCE MAIN ARE LAKE CLARKE SHORES UTILITY TRANSMISSION LINES.

ADDED SANITARY FOR LARKE, CONGRESS, AND PRAIRIE - 11-6-00



AREA KEY MAP

NORTH

SCALE : 1"=100'

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

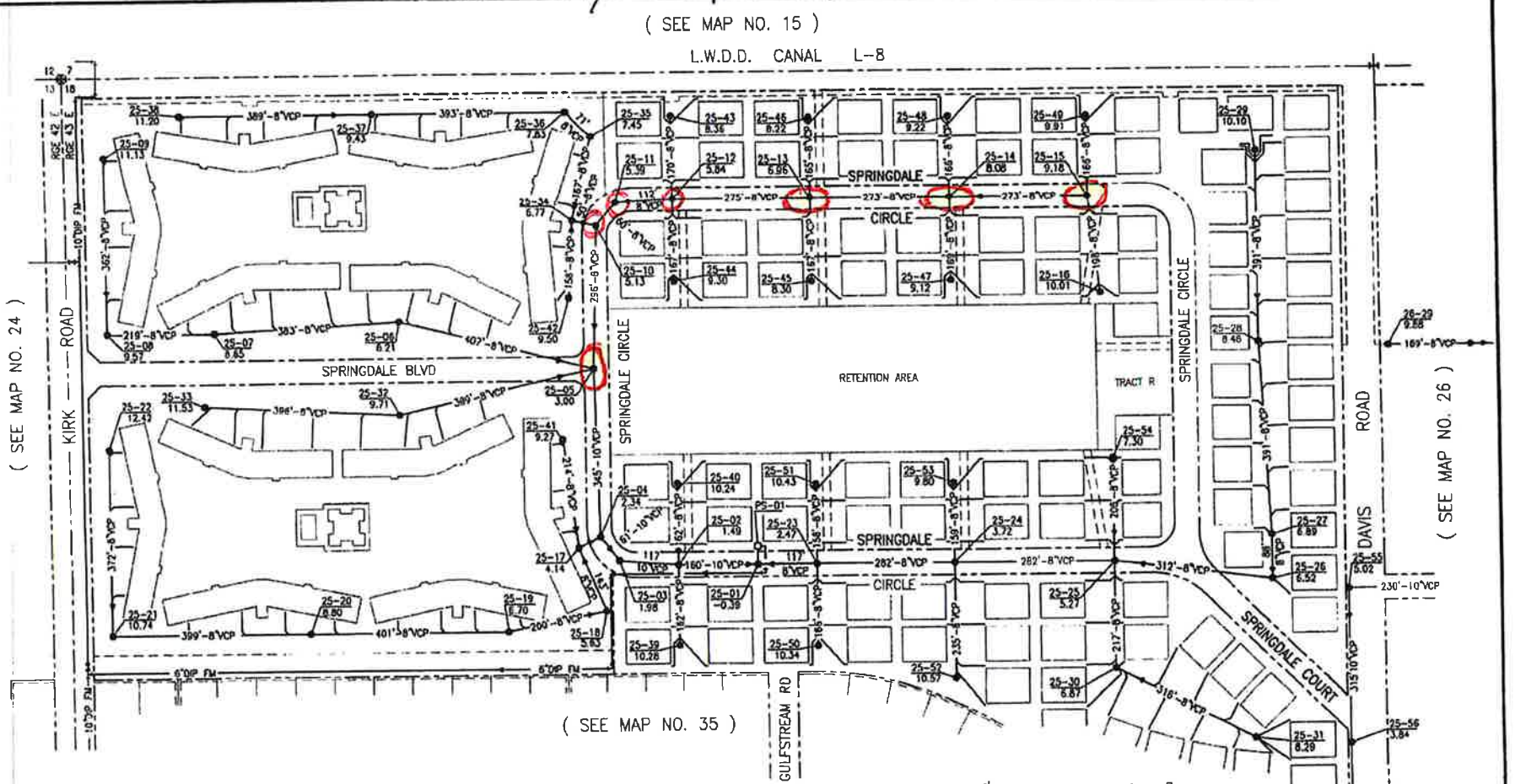
AREA : S17,T46,R43E

DATE : FEB 13, 1991

MAP NO. 37

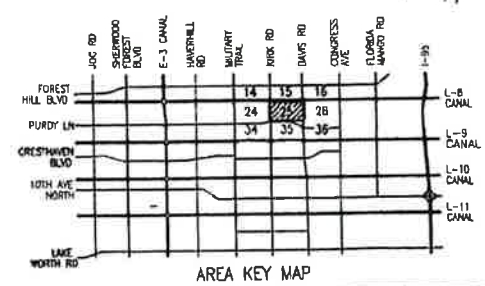
ECKLER ENGINEERING

Manholes only F/y 2024



REMARKS :

SANITARY SEWER DATA								
PIPE SIZE	6"	8"	10"					TOTALS
F.M. TYPE	DIP		DIP					
GRAVITY TYPE		VCP	VCP					
F.M. LENGTH	1630		1250					2880
GRAVITY LENGTH		11374	998					12372
NO. OF VALVES	0		1					1
NO. OF MANHOLES								56



AREA KEY MAP

NORTH

SCALE : 1"=100'

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

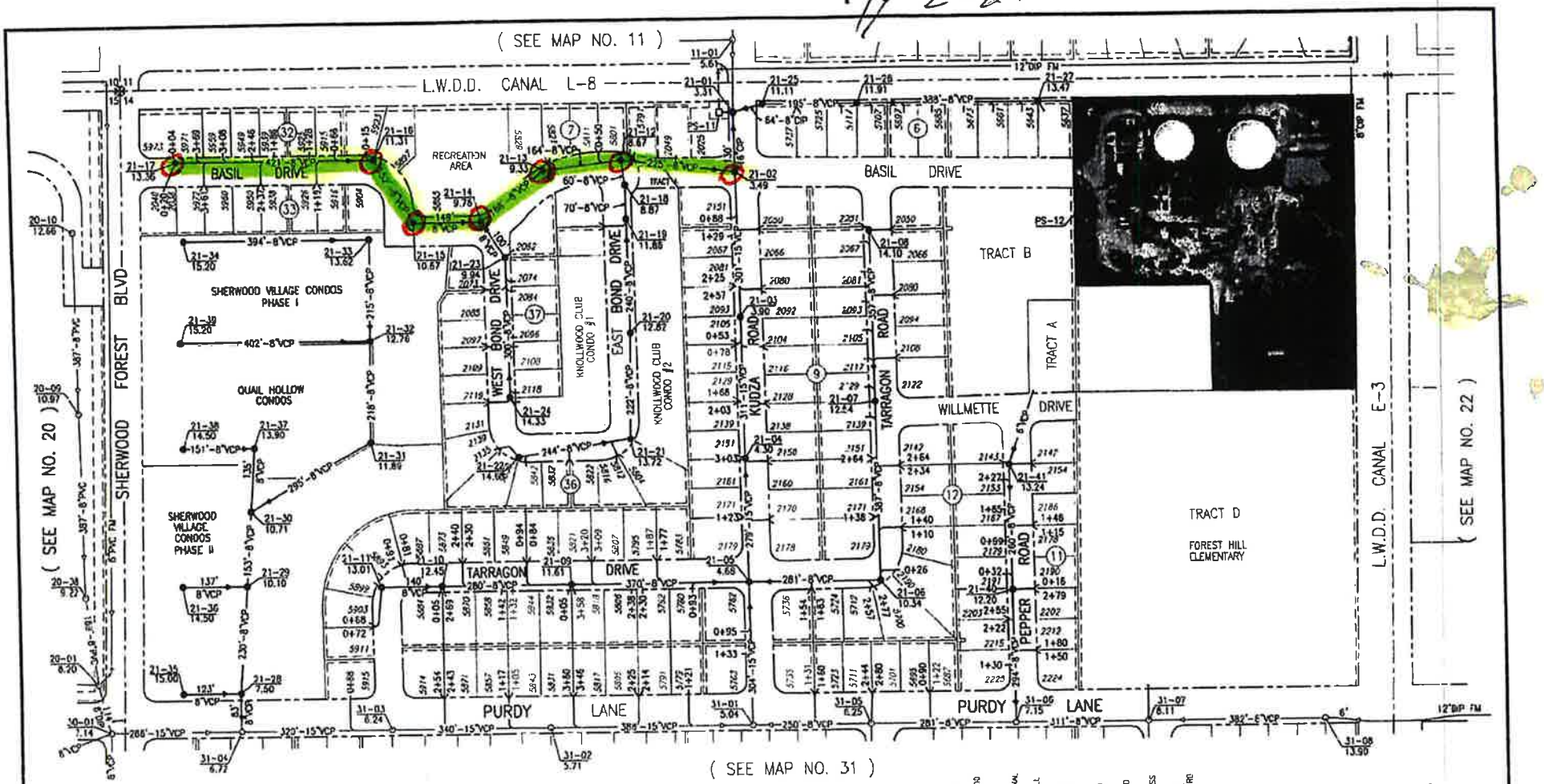
AREA : 518,744S,R43E

DATE : FEB 14, 1991

MAP NO. 25

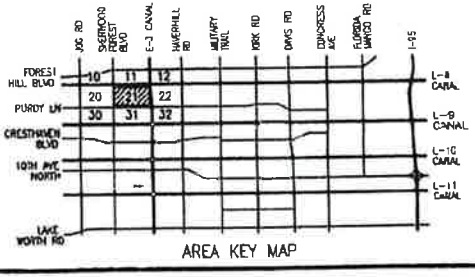
ECKLER ENGINEERING

FY 2024



REMARKS :

SANITARY SEWER DATA								
PIPE SIZE	2"	8"	8"	12"	15"	16"		TOTALS
F.M. TYPE	PVC	CIP		DIP				
GRAVITY TYPE		CIP	VCP		VCP	CIP		
F.M. LENGTH	306	375		90				771
GRAVITY LENGTH		259	7808		1195	130		9392
NO. OF VALVES	0	0		0				0
NO. OF MANHOLES								41



NORTH
SCALE : 1"=100'

VICINITY SCALE 1"=1 MILE	AREA S14,T44S,R42E
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.	DATE FEB 14, 1991
	MAP NO. 21

ECKLER ENGINEERING

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #12: Approve Quicklime Purchase Agreement - Cooperative Purchase Agreement - Utilities Department (FY 2024 Budget Funded)

SUMMARY: The Utilities Department, throughout the year, has a need to purchase quicklime, which is a critical chemical component in the water treatment process that enables organic contaminants to be saturated and attach to sand that is used in the process; thus, providing a higher quality of water for our customers.

To ensure the lowest possible price, the staff recommends that the Village utilize the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract. The contract was awarded to Lhoist North America of Alabama, LLC., by the City of Tamarac, the Lead Agency for the Co-op, and was completed through a competitive selection process - Furnish, Deliver, and Discharge of Quicklime (Bid No. 24-36B - October 11, 2023).

The proposed price provided is as follows:

Pebble Quicklime $ 451.23/Ton

Note: This contract was completed as part of the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs within the Co-Op to receive the best (lowest) price possible.

If approved, the Village would accept Lhoist North America of Alabama, LLC's pricing piggybacking the City of Tamarac's (Southeast Florida Co-Op) contract including all terms, conditions, and pricing therein. The term of the contract is set to expire on October 31, 2026, and may be renewed for one (1) additional three (3) year periods.

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

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

The proposed agreement has been prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendor previously 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 these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Agreement - Lhoist North America of Alabama
2. City of Tamarac - Agreement
3. City of Tamarac - Invitation to Bid

AGREEMENT TO FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

This Agreement to Furnish, Deliver and Discharge of Quicklime ("Agreement" hereafter) is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Lhoist North America of Alabama, LLC**, 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109, a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide the VILLAGE with quicklime; and,

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group through its competitive selection process awarded the Contract for delivery of quicklime (Bid # 23-36B) ("Co-op Contract" hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the delivery of quicklime based on the pricing and terms and conditions of the Co-op Contract contained herein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Co-op Contract. The Co-op Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to all entities using this bid and all associated and applicable Contract Documents as defined therein. The City of Tamarac is the lead agency and bid the contract for the goods and services.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Co-op Contract and pricing therein, the VENDOR shall deliver quicklime as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Co-op Contract.

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

A. All written modifications and amendments hereto;
B. This Agreement (including all exhibits, if any);

C. Co-op Contract (including all Contract Documents and bid documents as defined therein which are applicable to the Project).

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

A. All written modifications and amendments hereto;
B. This Agreement;
C. The Co-op Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation, for the prices stated in the Co-op Contract which shall be considered the "Contract price", attached hereto and incorporated herein, approved by the City of Tamarac, (the lead agency for this bid). VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 VENDOR shall maintain the insurance as required in Co-op Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be

effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date and term: This Contract shall be effective as of the date first written above and shall remain in effect through October 31, 2026. The Contract may be renewed for up to three one year terms, provided the underlying Co-op Contract has been renewed.

6.11 Public Records**:** VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the VILLAGE to perform the service. 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.

(b) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.

(c) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

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

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

7. Indemnification. Shall be as provided in the Co-op Contract and applicable to the VILLAGE.

8. Public Entity Crimes. VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier or sub-VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR will advise the Village immediately if it becomes aware of any violation of this statute.

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

10. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the VENDOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. VENDOR may terminate this Contract as set forth in the Co-op contract.

11. The VENDOR shall not perform work which is out of scope, nor exceed any amounts stated in the Contract. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for this work in any subsequent Fiscal Year.

12. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the VENDOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new 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' new 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;

3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
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 VILLAGE terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the VENDOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

[signatures continued on next page]

VENDOR: **LHOIST NORTH AMERICA OF ALABAMA, LLC**

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: _____

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to RWhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 23-36B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2023 End Date: October 31, 2026

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 3 Years (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Lhoist North America of Alabama, LLC

Vendor Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109

Contact: Dale James, Florida Sales Manager or Elizabeth Hart. FL Sales Coordinator

Phone: (863) 698-8769 (Orders) & (877) 644-9010 Fax: (863) 644-9030

Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com / elizabeth.hart@lhoist.com

Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)

Vendor Address: 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222

Contact: Inside Sales

Phone: (866) 780-0974 Fax: _____

Cell/Pager: _____ Email Address: salesinquiries@carmeuse.com

Website: http://www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: October 11, 2023 Resolution/Agenda Item No.: R-2023-122
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Tamarac
Agency Address: 7525 NW 88th Avenue, Room 108
Agency Contact: Rhonda Kaplan, PPA Email Rhonda.kaplan@tamarac.org
Telephone: (954) 597-3566 Fax: (954) 597-3565

City of Tamarac
Interoffice Memorandum
Financial Services Department
PURCHASING DIVISION

To: **Levent Sucuoglu, City Manager**

From: **Keith K. Glatz, Purchasing & Contracts Manager**

Thru: **Christine J. Cajuste, Director of Financial Services**

Date: **September 25, 2023**

Re: **Temp Reso #14019 – Award of Agreement – Bid #23-36B, "Furnish, Deliver and Discharge of Quicklime"**

Recommendation:
The Director of Public Services and Purchasing and Contracts Manager recommend placement of the above referenced item on the consent agenda of the October 11, 2023 Commission meeting, authorizing the award of an Agreement for an initial three (3) year term effective November 1, 2023 through October 31, 2026, with one (1) additional three (3) year renewal option for Quicklime purchased from Lhoist North America of Alabama, LLC, (Lhoist) for the City of Tamarac, and twenty-three (23) additional member agencies of the Southeast Florida Governmental Purchasing Cooperative (Co-op); and Carmeuse Lime and Stone Inc. for high calcium granular quicklime on behalf of one entity in the Co-op.

Issue:
The existing agreement with Lhoist for the City and the SE Florida Governmental Purchasing Co-op; as well as an existing agreement with Carmeuse Lime and Stone is set to expire on October 31, 2023. New bid #23-36B was recently solicited, and an award needs to be approved so that the City will have a vendor to furnish, deliver and discharge quicklime at the City's Water Treatment Plant.

Background:
The City utilizes quicklime in the Public Services Water Treatment Plant. The current agreement with Lhoist will expire on October 31, 2023, and due to some requested industry-wide market structural changes, we were unable to exercise any of the original contract renewal options. The current Agreement has been based on various federal and industry indices, providing for quarterly price adjustments. As a result of significant supply chain issues which occurred during the pandemic and since that time, the indices were not able to compensate for radical changes that were occurring in the industry, as well in the transportation industry as a result of volatility particularly in cost of fuel. After much discussion with firms in the industry, it was determined that the use of a fixed annual price could be more easily accommodated by industry based on our discussions with the primary vendors who normally bid on this Agreement.

Accordingly, the City issued Bid number 23-36B "Furnish, Deliver and Discharge of Quicklime" on August 16, 2023, which was advertised in the South Florida Sun Sentinel on August 19, 2023, and was posted on the City's e-procurement platform as well as on DemandStar.com. There were three (3) planholders that downloaded the bid, however, only two bids were submitted from Lhoist and Carmeuse Lime and Stone. The bid response submitted by Lhoist provided the lowest pricing for all but one item on the bid. As a result, it is being recommended that the bid from Lhoist be awarded, and an Agreement executed on behalf of the City of Tamarac and on behalf of an additional twenty-three (23) participating governmental agencies Co-op.

The bid response from Carmeuse Lime and Stone Inc. provided the lowest pricing for high calcium granular lime used by the City of Hollywood Wastewater treatment plant. The cost savings for the City of Hollywood by awarding one item to Carmeuse Lime and Stone will be approximately $8,310,736.50 for

the full three (3) year period, justifying the split award. The bid response from Lhoist provided the lowest pricing for the City of Tamarac and the other twenty-three agencies in the SE Florida Governmental Purchasing Co-op, for an estimated three (3) year total Co-op cost of $91,613,247.97.

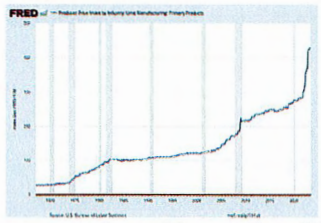
The initial term of the Agreement will be for three (3) years, beginning on November 1, 2023, with one (1) additional three (3) year renewal options that may be exercised based on satisfactory performance in accordance with an economic adjustment provision provided as a part of the Agreement.

The pricing bid by both Lhoist and Carmeuse Lime and Stone reflects an approximate increase of 12.5% for Lhoist and by a similar amount for Carmeuse for granular lime which is used only by the City of Hollywood Wastewater Treatment Plant. We had originally anticipated an increase of 25% from the current Agreement, so we were pleased to see only a 12.5% increase. The Agreements also provide for quarterly adjustments for fuel surcharges for trucking, which will be based on a surcharge chart that the City has utilized for several years, and for rail fuel surcharges that will be provided through documentation to be provided each quarter by the railroad line transporting the lime from kilns in Alabama to South Florida.

Please note below, however, that our bid price for the upcoming year is still lower than similar entities around the State which have recently opened bids. The Chart below shows pricing for other local entities for bids which have recently opened:

Current Delivered Per Ton Pricing For Surrounding Entities For Recently Opened Bids:

City of Lakeland Utilities		$460.00
Florida Keys Utilities		$494.13
City of Ormand Beach		$603.82
City of Tamarac – SE FL Co-op	(as of July 1, 2023)	$388.65
City of Tamarac – SE FL Co-op	(effective Nov. 1, 2023)	$446.95



Overall, the PPI for lime shows a 35% increase from November 2020 to August 2023 when we issued our bid. (See graph above). The index value for November 2020, when we awarded the last Agreement, was 277.50 for material without freight. The August 2023 index value was at 430.77 for material without freight. The fairly steep incline is very evident in the PPI graph for lime shown above. The rapid escalation is due to increased costs for coal used to fuel the kilns that cure the lime; as well as quickly escalating demand for quicklime by the steel industry which is adding significant new capacity for the first time in many years.

Accordingly, it is recommended that an award be made, and agreements executed with Lhoist for the City of Tamarac, and on behalf of twenty-three (23) additional entities in the Southeast Florida Governmental Purchasing Co-op; and with Carmeuse Lime & Stone, Inc., for high calcium granular quicklime for the City of Hollywood for a period of three (3) years, and that the City Manager be authorized to approve any renewal option.

Fiscal Impact:

Based on our estimated use of approximately 1500 tons of quicklime annually, the City will be able to account for projected budget costs for the next three (3) years. The annual estimated cost to the City of Tamarac for each of the three (3) years will be as follows for a total three (3) year cost of $2,224,375 :

FY 24: $670,525.00
FY 25: $737,475.00
FY 26: $816,375.00

The percentage increase between FY 24 and FY 25 will be approximately 10%, and the percentage increase between FY 25 and FY 26 will also be approximately 10%, which provides for budget predictability for each of the three years. The Agreement provides for an economic adjustment provision for the renewal term, which only allows for the pass-through of costs, and no increase to the profit margin.

It should be noted, however, that any unanticipated change in fuel, raw material market prices or water usage patterns may significantly impact our cost and quantity assumptions.

cc: John Doherty
Troy Gies
Earl Henry
Anthony Licata

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF R-2023-122 Amt. Lhoist North America of Alabama, LLC
THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.
THIS 16th DAY OF October 20 23
CITY CLERK

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #23-36, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY-THREE MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH ONE ADDITIONAL THREE-YEAR RENEWAL OPTION, PROVIDING FOR THE EXTENSION AND RENEWAL OF THE AGREEMENTS OR APPROVAL OF ASSIGNMENTS AND OTHER AMENDMENTS TO THE AGREEMENTS IN ACCORDANCE WITH THE PROVISIONS OF THE AWARDED AGREEMENTS, AND EXPENDITURE OF APPROPRIATED FUNDS BY THE CITY MANAGER OR APPROPRIATE CITY OFFICIALS FOR A TOTAL CONTRACT COST TO THE CITY OF TAMARAC OF APPROXIMATELY $2,224,375 FOR THE THREE (3) YEAR TERM OF THE AGREEMENT OR AS DETERMINED BY THE ACTUAL USAGE OF THE PRODUCT UP TO THE BUDGETED AMOUNT, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly

three (23) other members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carmeuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with one additional three (3) year renewal option on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately $2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years

findings of the City Commission and made a specific part of this Resolution; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately $2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty-three (23) other agencies within the Co-op.

SECTION 4: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for

PASSED, ADOPTED AND APPROVED this 11th day of March 2023.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ Yes
DIST 1: VICE MAYOR BOLTON Yes
DIST 2: COMM. WRIGHT Yes
DIST 3: COMM. VILLALOBOS Yes
DIST 4: COMM. DANIEL Yes

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

EXHIBIT A: UNIT PRICING PROVIDED IN BID AS OF SEPTEMBER 12, 2023 FOR AWARDED AGENCIES

VENDOR	AGENCY	ANNUAL USAGE	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
TABLE 1 -- Type 1 – Pebble Lime					
Lhoist	City of Boynton Beach	1685	$ 446.95	$ 491.65	$ 540.81
Lhoist	Broward County Dist. 1	2100	$ 446.95	$ 491.65	$ 540.81
Lhoist	Broward County Dist. 2	4000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Coral Springs **(1)**	1550	$ 446.95	$ 491.65	$ 540.81
Lhoist	Town of Davie	750	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Dania Beach	350	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Deerfield Beach	1352	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Fort Lauderdale (2)	14000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Hallandale Beach **(3)**	1000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Lake Worth Beach	525	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Lauderhill	1825	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Lauderdale	670	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Miami	1150	$ 448.38	$ 493.22	$ 542.54
Lhoist	Village of Palm Springs	600	$ 451.23	$ 496.36	$ 545.99
Lhoist	Village of Palm Springs	600	$ 451.23	$ 496.36	$ 545.99
Lhoist	City of Pompano Beach	2200	$ 446.95	$ 491.65	$ 540.00
Lhoist	City of Riviera Beach	1200	$ 451.23	$ 496.36	$ 545.99
Lhoist	City of Sunrise	2500	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Sunrise	500	$ 446.95	$ 491.65	$ 540.81
Lhoist	Village of Wellington	1330	$ 449.79	$ 494.77	$ 544.25
TABLE 2 -- TYPE 1A – Foundry/ Rice Lime					
Lhoist	City of Delray Beach	3650	$ 446.95	$ 491.65	$ 540.81

Lhoist	City of Hollywood	2400	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Margate	2000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Miami Beach	3000	$ 448.38	$ 493.22	$ 542.54
Lhoist	City of Pembroke Pines	4200	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Tamarac	1500	$ 446.95	$ 491.65	$ 544.25
Lhoist	City of West Palm Beach	5200	$ 449.79	$ 494.77	$ 544.25

TABLE 3 -- TYPE 2 -- Hi CAL Granular					
Lhoist	City of Hollywood	5550	$ 540.55	$ 594.61	$ 654.07
Carmeuse Lime & Stone	City of Hollywood	5550	$ 475.00	$ 498.75	**$ 523.68**

Carmeuse Lime & Stone declined to bid on any items other than Table 3 - Type 2 - Hi Cal Granular

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

LHOIST NORTH AMERICA OF ALABAMA, LLC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC., an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 **Adjustment of Price for the Effects of Government Action**: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 **Hardship**: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 **Pricing for Subsequent Renewal Terms**: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Lhoist North America of Alabama, LLC.
Dr. Phillip Niemann, President / CEO
5600 Clearfork Main Street, Suite 300
Fort Worth, Texas, 76109

13 Termination

13.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

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

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation

of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

10/12/2023
Date

Levent Sucuoglu, City Manager

10/12/23
Date

ATTEST:

for Kimberly Dillon, CMC
City Clerk

10/12/2023
Date

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

10/11/23
Date

ATTEST:

Signature of Corporate Secretary

Lhoist North America of Alabama, LLC.
Company Name

Signature of Dr. Philipp Niemann, President/CEO

Kenneth Curtis
Type/Print Name of Corporate Secy.

Dr. Philipp Niemann
Name of President/CEO

9/21/23
Date

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
: SS
COUNTY OF Tarrant :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Philipp Niemann, of Uhlst North America of Alabama, LLC a n AL LLC ~~Corporation~~, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 21st day of September, 2023.

RACHEL GALVAN
My Notary ID # 128343345
Expires July 30, 2026

Rachel Galvan
Signature of Notary Public
~~State of Florida at Large~~
State of Texas

Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or

☒ DID NOT take an oath.

APPENDIX A

CONTRACTOR PASS REQUEST
THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE, BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD ADDITIONAL ROWS.)

Vendor Name: Southern Tank Transport

Vendor Address:
800 W McNab RD
Fort Lauderdale, FL 33309

1789 Gardner Blvd
Holly Hill, SC 29059

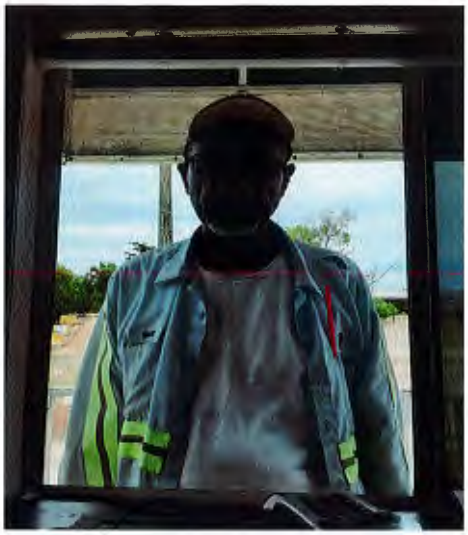
Vendor Contact Name: Matthew Sweatman

Vendor Contact Phone Number: 803-971-2860

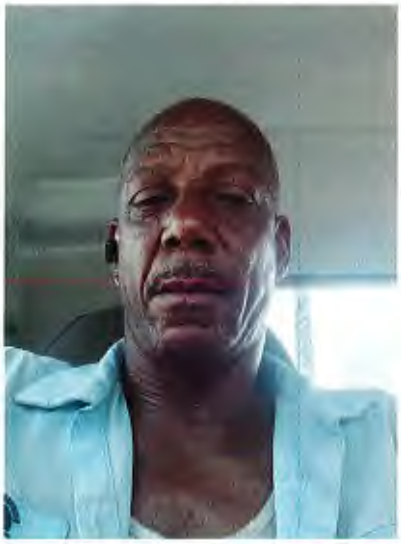
List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

Name	Work to be Performed
Glover Gilley	Pump lime from pneumatic tanks
Hayden Gayle	
Franklyn Ulysses	
Santos George	
Jody Gardner	Pump lime from pneumatic tanks











Contract Exhibit A - Schedule of Prices

AGENCY	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
Table 1 -- TYPE 1 - Pebble Lime			
City of Boynton Beach	$ 446.95	$ 491.65	$ 540.81
Broward County Dist. 1	$ 446.95	$ 491.65	$ 540.81
Broward County Dist. 2	$ 446.95	$ 491.65	$ 540.81
City of Coral Springs **(1)**	$ 446.95	$ 491.65	$ 540.81
Town of Davie	$ 446.95	$ 491.65	$ 540.81
City of Dania Beach	$ 446.95	$ 491.65	$ 540.81
City of Deerfield Beach	$ 446.95	$ 491.65	$ 540.81
City of Fort Lauderdale (2)	$ 446.95	$ 491.65	$ 540.81
City of Hallandale Beach **(3)**	$ 446.95	$ 491.65	$ 540.81
City of Lake Worth Beach	$ 446.95	$ 491.65	$ 540.81
City of Lauderhill	$ 446.95	$ 491.65	$ 540.81
City of North Lauderdale	$ 446.95	$ 491.65	$ 540.81
City of North Miami	$ 448.38	$ 493.22	$ 542.54
Village of Palm Springs	$ 451.23	$ 496.36	$ 545.99
Village of Palm Springs	$ 451.23	$ 496.36	$ 545.99
City of Pompano Beach	$ 446.95	$ 491.65	$ 540.00
City of Riviera Beach	$ 451.23	$ 496.36	$ 545.99
City of Sunrise	$ 446.95	$ 491.65	$ 540.81
City of Sunrise	$ 446.95	$ 491.65	$ 540.81
Village of Wellington	$ 449.79	$ 494.77	$ 544.25
TABLE 2 -- TYPE 1A – Foundry/ Rice Lime			
City of Delray Beach	$ 446.95	$ 491.65	$ 540.81
City of Hollywood	$ 446.95	$ 491.65	$ 540.81
City of Margate	$ 446.95	$ 491.65	$ 540.81
City of North Miami Beach	$ 448.38	$ 493.22	$ 542.54
City of Pembroke Pines	$ 446.95	$ 491.65	$ 540.81
City of Tamarac	$ 446.95	$ 491.65	$ 544.25
City of West Palm Beach	$ 449.79	$ 494.77	$ 544.25

APPENDIX B

2023 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: https://www.eia.gov/petroleum/gasdiesel/
- Percentages change .5% for every $0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
$1.75	0.00%	$3.00	13.00%
$1.80	1.00%	$3.05	13.50%
$1.85	1.50%	$3.10	14.00%
$1.90	2.00%	$3.15	14.50%
$1.95	2.50%	$3.20	15.00%
$2.00	3.00%	$3.25	15.50%
$2.05	3.50%	$3.30	16.00%
$2.10	4.00%	$3.35	16.50%
$2.15	4.50%	$3.40	17.00%
$2.20	5.00%	$3.45	17.50%
$2.25	5.50%	$3.50	18.00%
$2.30	6.00%	$3.55	18.50%
$2.35	6.50%	$3.60	19.00%
$2.40	7.00%	$3.65	19.50%
$2.45	7.50%	$3.70	20.00%
$2.50	8.00%	$3.75	20.50%
$2.55	8.50%	$3.80	21.00%
$2.60	9.00%	$3.85	21.50%
$2.65	9.50%	$3.90	22.00%
$2.70	10.00%	$3.95	22.50%
$2.75	10.50%	$4.00	23.00%
$2.80	11.00%	$4.05	23.50%
$2.85	11.50%	$4.10	24.00%
$2.90	12.00%	$4.15	24.50%
$2.95	12.50%	$4.20	25.00%

ATTACHMENT A:	PARTICIPATING AGENCIES			
Below is a list of the agencies participating in this bid and their respective delivery locations:				
AGENCY	**DELIVERY ADDRESS**	**CITY / STATE / ZIP**	**CONTACT**	**PHONE / EMAIL**
Type 1 - Pebble Lime				
City of Boynton Beach	124 E. Woolbright Road	Boynton Beach, Fl: 33435	William Newsome	561-7426593 NewsomeW@bbfl.us
Broward County Dist. 1A	3701 N. State Road 7	Lauderdale Lakes, Fl: 33319	Pedro Berrios	954-831-4115 Office 954-553-0653 Mobile pberrios@broward.org
Broward County Dist. 2A	1390 NE 50th Street	Deerfield Beach, Fl: 33064	Jose Otero	954-831-4115 Office 954-234-1034 Cell jotero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs Fl: 33065	Alvan Jones	954-345-2160 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach, Fl 33004	Nate Costa	954-924-6808 ext. 3616 ncosta@daniabeachfl.gov
Town of Davie	3500 NW 76th Ave	Hollywood, Fl: 33024	Anand Maharaj	954-327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach, Fl: 33442	Bakari Scott	954-480-4368 bscott@deerfieldbeach.com
City of Ft. Lauderdale	949 NW 38th Street	Ft. Lauderdale, Fl:	Cesar Alza	954-828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd. Street	Hallandale Beach, Fl: 33009	J. Fawcett	954-457-1632 jfawcett@cohb.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach:FL	Garry Baker II	561-586-1713 gabaker@lakeworthbeachfl.gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill, Fl:	Marc Celetti	954-730-3057 mceletti@lauderhillfl.gov
City of North Lauderdale	841 NW 71st. Avenue	North Lauderdale:Fl 33068	Neil Buckeridge	954-597-4757 nbuckeridge@nlauderdale.org
City of North Miami	12098 NW11th Avenue	North Miami, Fl:		
Village of Palm Springs	360 Davis Road	Palm Springs, Fl: 33461	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	Boynton Beach, Fl: 33435	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
City of Pompano Beach	301 NE 12th Street	Pompano Beach		954-545-7018
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach, Fl: 33404	David Salas	561-723-2741
City of Sunrise	15400 Watermill Road	Davie, Fl: 33331	Hugo Alagic	954-572-2427 halagic@sunrisefl.gov
City of Sunrise	4350 springtree Drive	Sunrise, Fl: 33351	Jose Alvarez	954-572-2427 jalvarez@sunrisefl.gov
Village of Wellington	1100 Wellington Trace	Wellington, Fl: 33414	Mike Zembrzuski	561-791-4128 mzembrzuski@wellingtonfl.gov
Type 1A - Foundry / Rice Lime				
City of Delray Beach	201 SW 7th Street	Delray Beach, Fl: 33444	Bryan Heller	561-531-0817 hellerb@mydelraybeach.com
City of Hollywood	3441 Hollywood Blvd.	Hollwood, Fl: 33021	Luis Montoya	954-967-4230 lmontoya@hollwoodfl.org
City of Margate	980 NW 66th Ave.	Margate, Fl: 33063	Richard Uber	954-972-0828 ruber@margate.com
City of North Miami Beach	19150 NW 8th Ave.	Miami Gardens, Fl: 33169	Carlos Carrazana	786-586-8395 carlos.carrazana@citynmb.com
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines, Fl:	Michael Cepeda	754-260-4505 michael.cepeda@jacobs.com
City of Tamarac	7803 NW 61st. Street	Tamarac, Fl: 33321	Anthony Licata	954-597-3775 / 3777 anthony.licata@tamarac.org
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach, Fl:33401	Lester Galloway / Sandra Feliciano	561-351-4555 lgalloway@wpb.org 561-822-2290 sfeliciano@wpb.org

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

CARMEUSE LIME AND STONE, INC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone, Inc., a Pennsylvania corporation with principal offices located at 11 Stanwix Street, 21st. Floor, Pittsburgh, Pennsylvania, 15222 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 **Adjustment of Price for the Effects of Government Action**: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 **Hardship**: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 **Pricing for Subsequent Renewal Terms**: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

7 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Carmeuse Lime and Stone, Inc.
Yves Willems, President / CEO
11 Stanwix Street, 21st. Floor
Pittsburgh, Pennsylvania, 15222

12 Termination

13.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

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

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation

of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

10/12/2023
Date

Levent Sucuoglu, City Manager

10/12/23
Date

ATTEST:

for Kimberly Dillon, CMC
City Clerk

10/12/2023
Date

TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

10/13/23
Date

ATTEST:

Signature of Corporate Secretary

Nicholas Bonarrigo
Type/Print Name of Corporate Secy. / VP-Legal

(CORPORATE SEAL)

Carmeuse Lime and Stone, Inc.
Company Name

Signature of ~~Yves Willem, President / CEO~~ Jonathan Bright / VP-Finance

~~**Yves Willem**~~ Jonathan Bright
Name of ~~President / CEO~~ VP-Finance

9/20/23
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :
: SS
COUNTY OF Allegheny :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jonathan Bright, of Carmeuse Lime & Stone, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 20th day of September, 2023

Commonwealth of Pennsylvania - Notary Seal
Dana Brooks, Notary Public
Allegheny County
My commission expires December 31, 2025
Commission number 1281017
Member, Pennsylvania Association of Notaries

Signature of Notary Public
State of ~~Florida~~ Pennsylvania at Large

Dana Brooks
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☑ DID take an oath, or

☐ DID NOT take an oath.

Exhibit A - Schedule of Prices

AGENCY	ANNUAL USAGE	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
City of Hollywood	5550	$ 475.00	$ 498.75	$ 523.68

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY) 12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1356795 Carmeuse Lime, Inc. and all subsidiaries 11 Stanwix Street, 21st Floor Pittsburgh PA 15222	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State National Insurance Company, Inc. — 12831 INSURER B : National Union Fire Ins Co Pitts. PA — 19445 INSURER C : AIU Insurance Company — 19399 INSURER D : INSURER E : INSURER F :

COVERAGES CARMU **CERTIFICATE NUMBER:** 12043280 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	RDN-11242-CGX	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B B C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	8682553 (AOS) 8682554 (VA) 8682555 (MA)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $	N	N	RDN-11243-UMX	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 067713193 (AOS) WC 067713192 (WI)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF TAMARAC IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12043280
CITY OF TAMARAC
ATTN: KEITH K. GLATZ
7525 NW 88TH AVENUE
TAMARAC FL 33321

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LOCKTON®

CITY OF TAMARAC ATTN: KEITH K. GLATZ
7525 NW 88TH AVENUE
TAMARAC FL 33321

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **12043280.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

DocuSign Envelope ID: 07809635-C84F-4B2C-8C4B-9114B10ABBEF

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF CARMEUSE LIME & STONE, INC.

The undersigned, being all of the members of the Board of Directors of Carmeuse Lime & Stone, Inc., a Delaware Corporation (the "**Corporation**"), do hereby vote for, consent to, authorize and adopt the following resolutions by unanimous written consent pursuant to Section 141(f) of the Delaware General Corporation Law, with the same force and effect as if the undersigned had been present at a meeting of the Board of Directors of the Corporation and had voted for the same:

WHEREAS, the Corporation desires to restate its entire list of officers in order to reflect changes in the management of the Corporation;

RESOLVED, that the following persons be, and they hereby are, elected to the offices set forth opposite their names below and to hold such offices until their successors have been duly elected and qualified:

Yves Willems	President and CEO
Jack Fahler	Chief Operating Officer
Jose Voisin	Chief Information Officer
Jonathan Bright	Vice President, Finance
Jeff Bittner	Senior Vice President, Operations
Melissa Croll	Vice President, Human Resources
Alain Baert	Vice President, Engineering
Phil Piggott	Vice President, Sales and Marketing
Eric Segal	Vice President, Supply Chain
Mary D. Colin	Treasurer, Assistant Secretary
Nicholas Bonarrigo	VP Legal and Environmental, General Counsel and Secretary
David Mikan	Tax Director

RESOLVED, that the above elected officers do hereby replace and supplant the previous officers of the Corporation, and the elected officers do hereby commence to serve as officers of the Corporation from the date hereof;

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized to do or cause to be done any and all such acts and things and execute and deliver any and all documents and papers as they may deem necessary or appropriate to carry out the purposes of the foregoing resolutions;

RESOLVED, that a copy of this Unanimous Written Consent of the Board of Directors be delivered to the Secretary of the Corporation with direction that it be filed and maintained with the corporate records of the Corporation.

DocuSign Envelope ID: 07809635-C84F-4B2C-8C4B-9114B10ABBEF

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the 1st Day of January, 2023.

DocuSigned by:
Yves Willems
14219454F50F470...

Yves Willems

DocuSigned by:
Jack Fahler
4730384F1649492...

Jack Fahler

Being all the Directors of Carmeuse Lime & Stone, Inc.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group wasformed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred toas the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible forpayment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates asrequired by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring toall participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during thecontract period. Sales Summary shall include contract number(s), contractor's name, the total of eachcommodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

INSTRUCTIONS TO BIDDERS & STANDARD TERMS AND CONDITIONS

23-36B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

OUR VISION & MISSION

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

ACCESSIBILITY

The information contained in this document is available in an accessible format at:
https://tamarac.bidsandtenders.org/Module/Tenders/en.

A. INSTRUCTIONS TO BIDDERS

1. INTRODUCTION & AUTHORITY

It is the intent of the City to award to the most responsible and responsive Responding firm. The City reserves the right to accept or reject any or all responses and to waive any informality concerning the responses when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the response on a split order basis, lump sum or individual item basis unless otherwise

stated, whichever is in the best interest of the City. This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, “Finance & Taxation”, Article V, “Purchasing Procedures”, Section 6-141 et seq.

2. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = INVITATION TO BID(ITB)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RB = Re-Bid
RP = Re-Proposal
FQ = Formal Quotation (RFFQ)
IQ = Informal Quotation (RFIQ)
HQ = Housing Quotation (RFHQ)

This prefix/suffix will determine what type of solicitation the City will be utilizing.

3. DEFINED TERMS

3.1 **“Addenda”** – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.

3.2 **“Agreement”** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

3.3 **“City" -** the City of Tamarac, a municipal corporation of the State of Florida.

3.4 **“Contract Administrator”** – The Department’s Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

3.5 **“Contract Documents”** – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

3.6 **“Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

3.7 **“Co-op” or “Cooperative”** – The Southeast Florida Governmental Purchasing Cooperative.

3.8 **"On-line e-procurement system" or "e-procurement system"** – The City of Tamarac's solicitation management partner "bidsandtendersTM"

3.9 **"bidsandtendersTM"** -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system and "bidsandtendersTM" may be used interchangeably herein.

3.10 **"Notice to Proceed"** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

3.11 **"Performance Based Contract"** -- A contracting model whereby satisfactory performance under the contract, will result in the City's exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor's loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.

3.12 **"Project"** – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.

3.13 **"Project Manager"** – The City's authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.

3.14 **"Respondent/Bidder/Proposer" -** one who submits a Bid in response to a solicitation, as distinct from a Sub-Respondent, who submits bid to the Bidder.

3.15 **"Response Documents/Bid" –** the Invitation to Bid, Instructions to Offerors, Bidder's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Bid Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Bids).

3.16 **"Specifications"** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the work and certain administrative details applicable thereto.

3.17 **"Subcontractor"** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of any work.

3.18 **"Successful Bidder/Respondent"** - the qualified, responsible and responsive Bidder/Respondent to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

3.19 **"Supplier"** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

3.20 **"Term Contract"** -- A requirements agreement by which a specific good or service may be obtained from a vendor at a specific price for a specific timeframe.

3.21 **"Unit Price Work"** – Work to be paid for on the basis of unit prices. **"Delivered Unit Price Work"** - Work to be paid for on the basis of goods which are freight prepaid and delivered F.O.B. Destination.

3.22 **"Work"** – The entire completed scope of work or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to furnishing labor, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.

3.23 **"Written Amendment" –** A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work related aspects of the Contract Documents.

4. REGISTRATION, CLARIFICATION & ADDENDA

4.1 Vendor Registration Requirements & Procedures.
It is essential that all vendors receiving a bid or proposal download the document from the City's website and provide an electronic response through the City's e-procurement platform.

4.1.1 All bidders / proposers must visit https://www.tamarac.org/bids to download bid documents. Bidders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, bidders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.

4.1.2 Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered.

4.1.3 Bidders shall be solely responsible for maintaining accurate contact data through the Bids and Tenders system. The City shall under no circumstances be

responsible for any errors or omissions in vendor's contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.

4.2 It is the Responding firm's responsibility to read the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document.

4.3 All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City.

4.4 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this document, the Special Conditions and/or the Scope of Work shall prevail.

4.5 The responding firm shall examine all response documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.

4.6 The responding firm preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Responding firm shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to it preparation.

4.7 Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at https://tamarac.bidsandtenders.org/ . **DO NOT SUBMIT INQUIRIES VIA E-MAIL OR FACSIMILE. ONLY INQUIRIES RECEIVED THROUGH THE BIDS & TENDERS PORTAL WILL BE ACCEPTED.**

4.8 The City of Tamarac reserves the right to amend this bid document prior to the response opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

4.9 **** **SPECIAL NOTE** -- Addendums will only be issued electronically through the City's website. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice). **PLEASE NOTE: IF YOUR FIRM HAS COMPLETED AND SUBMITTED YOUR ELECTRONIC RESPONSE, ANY ADDENDUMS ISSUED BY THE CITY AFTER YOUR RESPONSE IS SUBMITTED WILL NEGATE THAT ELECTRONIC RESPONSE. UPON RECEIVING AN ADDENDUM, RESPONDENTS MUST ELECTRONICALLY ACKNOWLEDGE THE ADDENDUM AND ELECTRONICALLY RE-SUBMIT THEIR RESPONSE PRIOR TO THE RESPONSE CLOSING! THE CITY WILL**

NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR VENDORS WHO FAIL TO RE-SUBMIT THEIR RESPONSE ONCE AN ADDENDUM IS ISSUED!

4.10 Electronic Media Submission: **IMPORTANT SPECIAL NOTICE: Bidders will be using an electronic platform for uploading Bid responses. Bidders are advised that sufficient time must be allocated to register for your on-line account and to ensure that your firm has sufficient time to upload all of the data required. The system is designed to only transmit complete responses, and the City will only accept complete responses to this Bid. It is strongly suggested that Bidders begin the entry process *at least 24 hours prior to the Bid due date and time* to allow sufficient time for entry and to avoid any technical issues. In the event that firms experience technical difficulties with the platform, please contact Bids & Tenders Support at 1-800-594-4798 or support@bidsandtenders.ca.** https://tamarac.bidsandtenders.org/Module/Tenders/en.

5. MODIFICATION AND WITHDRAWAL OF BID

5.1. Bids may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Bids, and may be alternatively completed on-line at https://tamarac.bidsandtenders.org/Module/Tenders/en. Withdrawal of a Bid will not prejudice the rights of an Offeror to submit a new Bid prior to the Bid opening date and time.

5.2. If within twenty-four (24) hours after Bids are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid, but the intended correct Bid is not similarly evident, Offeror may withdraw its Bid and any bid security will be returned. Thereafter, the Offeror may be disqualified from further bidding on the subject Contract.

6. REJECTION OF BIDS

6.1. To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

6.2. City reserves the right to reject the Bid of any Offeror if City believes that it would not be in its best interest to make an award to that Offeror, whether because the Bid is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

7. OMISSION OF DETAILS

7.1. The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

7.2. For the purpose of evaluation, the Respondent must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

8. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit this form with the response/Bid. The City considers the failure of the Offeror to submit this document to be a major irregularity, and may be cause for rejection of the response

9. FOREIGN ENTITY OWNERSHIP AFFIDAVIT

Each Offeror shall complete and upload the Foreign Entity Ownership Affidavit to attest to the following:

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

10. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

11. QUANTITIES

Any quantities which may be shown herein, as applicable, are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

12. DELIVERY

All items shall be delivered F.O.B. destination to an address specified by the using agency. All delivery costs and charges must be included in the Bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Bid.

13. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Responding firm's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Responding firm.

14. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

14.1. Firm Pricing: Any pricing provided shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, pricing submitted shall be fixed and firm for a period of ninety (90) calendar days including when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for response evaluation.

14.2. Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be two percent (2%) ten (10) days, net thirty (30) days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218.

14.3. **********IMPORTANT NOTE**********
Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a “City of Tamarac Consent for Direct

Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at https://tamarac.seamlessdocs.com/f/DirectDeposit.

15. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

16. BID TABULATION

When a ITB or bid Closes an unofficial bid tab will be posted online at: https://www.tamarac.org/bids Responding firms will be able to download the unofficial bid tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards. Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids and quotations or proposals received by an agency pursuant to invitations for bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed responses and quotations or Bids received by an agency pursuant to invitations for bid or requests for Bids are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

17. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

18. OTHER GOVERNMENTAL ENTITIES

This bid is issued on behalf of members of the Southeast Florida Governmental Purchasing Cooperative. Only those agencies listed in this document will be eligible to participate in this contract. Contractor shall provide insurance to each agency based on the requirements listed herein at a minimum. Each agency will be responsible for coordinating their own orders, and the City will not be a party to any dispute between Contractor and any other agency besides the City.

19. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

20. UNBALANCED BIDS

When a unit price proposed has variable or estimated quantities, and the response shows evidence of unbalanced pricing, the City reserves the right to reject such response.

21. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

22. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

23. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

24. PROHIBITION AGAINST LOBBYING

24.1 During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.

24.2 Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

24.3 During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

25. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 “Appeals and remedies” of he Tamarac procurement code, available at the following link: https://www.municode.com/library/fl/tamarac/codes/code_ofordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

26. WITHDRAWAL OF BID

Any Responding firm may withdraw its Bid prior to the indicated opening time. The request for withdrawal must be completed online at https://tamarac.bidsandtenders.org/Module/Tenders/en This must be requested prior to the Bid opening date and time.

27. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Proposer’s officers and/or employees, by the Broward County Sheriff’s Office. Proposer’s submission of a Bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer’s qualifications.

28. DIGITAL FORMS TO BE COMPLETED WITH BID

The following fillable digital forms have been created and must be submitted / acknowledged with each bid:

- Certification
- Vendor Drug-Free Workplace
- Bidder’s Qualification Statement
- References
- Scrutinized Companies List
- Firm’s Primary Ownership
- Local, CBE and Veteran Information
- Conviction History Employment Policy Inquiry

29. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

The following forms must be filled out, scanned, and uploaded to the defined section below:

Document Upload #	Required form to be printed, filled-out, scanned in & uploaded

29.1 **Document Upload 1**: Non-Collusive Affidavit & Acknowledgement of Non-Collusive Affidavit. **(Available for Download in the Documents Section on the E-Procurement platform.)**

29.2 **Document Upload 2:** Certified Resolution. **(Available for Download in the Documents Section on the E-Procurement platform.)**

29.3 **Document Upload 3:** Foreign Entity Ownership Information Affidavit. **(Available for Download in the Documents Section on the E-Procurement platform.)**

29.4 **Document Upload 4:** APPENDIX A – Part 1 – Contractor Pass Request Contact Information. **(Available for Download in the Documents Section on the E-Procurement platform.)**

29.5 **Document Upload 5:** APPENDIX A – Part 2 – Contractor Pass Request - List of Contractor Employees Requiring Access to Facilities including picture identification.

29.6 **Document Upload 6:** Certificate of Insurance – Proof of Requirements.

29.7 **Document Upload 7:** Internal Revenue Service Form W-9.

29.8 **Document Upload 8:** Conviction History -- Validation that Bidder has policies in place to exclude requesting criminal history information from employment candidates until after the Bidder initially determines that a candidate is otherwise qualified for the job being advertised. Upload your employment application, employee handbook or other proof of compliance.

29.9 **Document Upload 9:** Items which bidder would like to include for informational purposes, such as any licenses, authorized dealer certifications or other information which would be helpful to the City in reviewing bid responses.

Failure to provide the requested attachments **may** result in your bid being deemed non-responsive.

30. CONVICTION HISTORY EMPLOYMENT POLICIES

30.1 The policy of the City of Tamarac is that it will not include any question on any application for employment, inquire either orally or in writing, receive information about an applicant's criminal history background check, or otherwise obtain information about an applicant's criminal history until after the City initially determines that the applicant is otherwise qualified for a position. Once the City has initially determined that an applicant is otherwise qualified, the City may inquire into or obtain information about a criminal record.

30.2 The City encourages vendors that do business with the City to adopt and employ conviction history policies, practices, and standards that are consistent with the policies found in the first paragraph of this section herein. The City reserves the right to review all vendors' conviction history policies for consistency with City standards. The vendors' conviction history standards may be part of the criteria

to be evaluated by the City when determining whether to award a City contract to a vendor, and vendors utilizing similar practices as those enumerated in the first paragraph of this section herein. Vendor may receive bonus points when the City is soliciting Requests for Proposal, Requests for Qualifications or Requests for Letters of Interest, unless prohibited by the requirements of Florida or U.S. statutes or codes. Further, the City reserves the right to evaluate a contractor's execution of the conviction history standards as a part of the performance criteria of said City contracts.

30.3 Vendors are requested to provide information relating to their policies regarding criminal information history and will be asked to provide information as a part of vendor's electronic response. Vendors with criminal history information procedures may be requested to validate their procedures by providing copies of their written policy and/or copies of their employment applications as part of their electronic submittal response.

31. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City. Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to

rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT:
This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation,

gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 “Insurance” of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City’s employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor’s funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

By execution of this bid/proposal, Bidder certifies that Bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Bidder been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

15. E-VERIFY COMPLIANCE

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is

contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. CUSTODIAN OF RECORDS

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88th AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

SE FLORIDA GOVERNMENTAL COOPERATIVE PARTICIPANTS

ITB 23-36B -- FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	1620 S. Seacrest Blvd	Boynton Beach 33435	Bill Newsome	561/742-6953 RolandD@bbfl.us
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell PBerrios@broward.org
Broward County Dist. 2A	1390 NE 50th St.	Pompano Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell JOtero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 ncosta@daniabeachfl.gov
City of Delray Beach	201 SW 7th St.	Delray Beach 33444	Bryan Heller	561/531-0817 HellerB@mydelraybeach.com
Town of Davie	3500 NW 76th Avenue	Hollywood, FL 33024	Anand Majaraj	954/327-3748 Anand.Maharaj@davie-fl.gov
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Bakari Scott	954/480-4368 Bscott@Deerfield-Beach.com
City of Fort Lauderdale	949 NW 38th Street	Fort Lauderdale, FL, 33309	Cesar Alza	954/828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd Street	Hallandale Beach, FL 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 lmontoya@hollywoodfl.org
City of Hollywood	1621 N. 14th Avenue	Hollywood 33022	Kassandra Myers	954/812-4426 kmyers@hollywood.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Garry Baker II	561/586-1713 gabaker@lakeworthbeachfl.gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Marc Celetti	954/730-3057 mceletti@lauderhill.fl.gov
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@margatefl.com
City of North Lauderdale	841 SW 71st Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 NBuckeridge@NLauderdale.org
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 PVida@northmiamiFL.gov
City of North Miami Beach	19150 NW 8th Avenue	Miami Gardens 33169	Carlos Carrazana	786/586-8395 Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/584-8200 ext. 8718 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	dburgin@vpsfl.org
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	754/260-4505 michael.cepeda@jacobs.com
City of Pompano Beach	301 NE 12th Street	Pompano Beach 33060	Phil Hyer	954/545-7030 Phil.hyer@copbfl.com
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Salas	561/723-2741 dsalas@rivierabeach.org
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Jose Alvarez	954/572-2427 jalvarez@sunrisefl.gov
City of Sunrise	15400 Watermill Rd.	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 kberroteran@wellingtonfl.gov
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano / Lester Galloway	561/822-2290 sfeliciano@wpb.org 561/351-4555 LGalloway@wpb.org

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SPECIAL CONDITIONS

BID 23-36B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2. CONTRACT TERM

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month to month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

3. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges.

A. Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges. The unit pricing provided must include all freight charges and other costs, other than any fuel, rail or trucking surcharges that may occur.

B. Bidder shall submit firm and fixed pricing for each of three (3) Agreement years based on the contract date of commencement (i.e. pricing for the initial twelve (12) month contract period, pricing for the second twelve (12) month period and pricing for the third twelve (12) month period). The bidder will be required to provide separate pricing for each of the three (3) years included in the initial contract term. The pricing for each subsequent year after the initial year of the Agreement may provide for anticipated escalation for each subsequent year. Under no circumstances shall any escalated pricing provided for subsequent contract years two and three of the Agreement be charged until the anniversary date of the commencement of the Agreement. Orders accepted by the Contractor prior to the Anniversary date of the commencement of the Agreement, but delivered after the Anniversary date shall be invoiced at the pricing associated with the pricing in place at the time of the order.

C. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder shall provide a rail fuel surcharge schedule no later than the third Monday of the month prior to the end of the quarter.

Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the U.S. On-Highway Diesel Fuel Prices – U.S. (Average), as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: https://www.eia.gov/petroleum/gasdiesel/ .

D. Adjustments for Fuel Surcharges, Rail & Truck Surcharges, Rail & of Surcharges ONLY:

1. The City will accept adjustments to rail and truck fuel surcharges, on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for such charges and must pass-on a price decrease when the Contractor's costs are reduced.

2. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated on the third Monday of the month preceding the start of the new quarter.

3. **Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted.**

4. BASIS FOR ADJUSTMENT OR REJECTION OF SHIPMENTS

The City reserves the right to reject, at the Bidder's expense, any shipment that fails to meet the specifications listed herein. The Bidder shall be given twenty-four (24) hours after failure notification to arrange for independent laboratory analysis of one (1) of the retained samples from said shipment.

5. DAMAGE TO EQUIPMENT

If it is determined that the Bidder has shipped a product other than that specified, resulting in equipment damage, the Bidder shall assume full responsibility for the cost of repairs.

6. DELIVERY

Bidder shall be capable of and agree to the following:

A. Delivery 24-hours per day, seven days per week.

B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.

C. As may be requested by using department, provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.

D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.

E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

7. INVOICING

Invoice shall indicate Purchase Order number, Unit price, extension, total billed and any allowable cash discounts.

8. INSURANCE

Bidders shall submit copies of their current insurance certificates with the bid as referenced in the General Terms and Conditions. Failure to do so may cause rejection of the Bid.

9. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

10. SECURITY

The awarded Contractor shall be required to complete the and upload the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor shall not admit any unauthorized personnel onto any work site. Vendor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.
The awarded Contractor shall be held responsible for complying with these procedures.

11. CAPABILITIES OF THE SUPPLIER

Suppliers of Quicklime under any Agreement resulting from this Invitation for Bid should be actively engaged in the actual production of Quicklime, and may be requested to demonstrate that the firm has the adequate equipment, supplies and labor required to produce the finished material and maintain production of Quicklime, and a continuity of supply to agencies within the Southeast Florida Governmental Purchasing Cooperative. The Supplier must have appropriate reliable distribution channels to transport, deliver and discharge quicklime at the requested delivery locations included herein. Additionally, the firm may be requested to provide copies of its most recent audited financial statement demonstrating that the firm has the necessary financial capability to meet the requirements of agencies within the Southeast Florida Governmental Purchasing Cooperative, as well as information that demonstrates the past experience in making compliant product deliveries for large quantities of quicklime at water treatment facilities similar to those used by the City. The Bidder will be required to respond to questions included in the Bids and Tenders electronic solicitation document.

12. ADJUSTMENT OF PRICE FOR THE EFFECTS OF GOVERNMENT ACTION

Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

13. HARDSHIP

Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this

Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

14. CONSIDERATION FOR AWARD

The City reserves the right to consider a Bidders history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrants such determination. A complete history of all citations, violations, notices or dispositions shall be submitted with bid. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of any citation or violation received after the Bid opening date and during the time of performance of any contract awarded to Bidder.

Other considerations for award include:

A. The ability and capacity of the Bidder to perform the requirements of the bid.

B. The availability and quality of the Bidder's product to the required use.

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TECHNICAL SPECIFICATIONS

BID NO. 23-36B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

Type 1: Pebble lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.

(B) Calcium Oxide (CaO) Content
Shall contain a minimum of 92% free lime.

(C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate
   As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.
2. Calcium Oxide
   As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.
3. Residue After Slaking
   As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.

(F) Pebble Size: -1/2" x 5 mesh (-1/2" x 0.157")

Type 1A: Foundry or Rice lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.

(B) Calcium Oxide (CaO) Content

Shall contain a minimum of 89% free lime.

(C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.

2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.

2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.

3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.

(F) Foundry/Rice Size: -5 mesh x 14 mesh (0.157" x 0.0555")

Type 2. Hi-Cal, Granular lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate:
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.

(B) Calcium Oxide (CaO) Content
Shall contain a minimum of 92% free lime total, and a minimum of 87% available CaO, per ASTM C-25 method.

(C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.

2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.

2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.

3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.

(F) Sizing:

Granular product U.S. sieves size 0" x 1/8". Bulk density average of 63 lb. per cubic foot.

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BID FORM

INVITATION FOR BID
IFB 23-36B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

NOTE: THIS FORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ALL PRICING MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY'S BIDS & TENDERS PLATFORM!!

We propose to furnish the following in conformity with the specifications. The bid prices quoted are certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. Rail and Truck fuel surcharges are not included on the spreadsheet below and will be invoiced as separate line items per the requirements outlined in Section 3, "Pricing" of the Special Conditions herein. To assure continuity of supply, it is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to award the bid on a split order basis, lump sum (preferred) or individual item basis unless otherwise stated.

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
City of Boynton Beach	1620 S. Seacrest Blvd.	1685			
Broward County Dist. 1	3701 N State Road 7	2100	$_____	$_____	$_____
Broward County Dist. 2	1390 NE 50th St., Pompano Beach	4000	$_____	$_____	$_____
City of Coral Springs **(1)**	3800 NW 85th Avenue	1550	$_____	$_____	$_____
Town of Davie	3500 NW 76th Avenue, Hollywood	750	$_____	$_____	$_____
City of Dania Beach	1201 Stirling Road, Dania Beach	350	$_____	$_____	$_____
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1352	$_____	$_____	$_____
City of Fort Lauderdale **(2)**	949 NW 38th St., Ft. Lauderdale	14000	$_____	$_____	$_____
City of Hallandale Beach **(3)**	630 NW 6th Avenue, Hallandale Beach	1000	$_____	$_____	$_____
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	$_____	$_____	$_____
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	$_____	$_____	$_____
City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	670	$_____	$_____	$_____
City of North Miami	12098 NW 11th Ave, North Miami	1150	$_____	$_____	$_____
Village of Palm Springs	360 David Road, Palm Springs	600	$_____	$_____	$_____
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	$_____	$_____	$_____
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	$_____	$_____	$_____
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	1200	$_____	$_____	$_____

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
City of Sunrise	4350 Springtree Drive, Sunrise	2500	$_____	$_____	$_____
City of Sunrise	15400 Watermill Road, Davie	500	$_____	$_____	$_____
Village of Wellington	1100 Wellington Trace, Wellington	1330	$_____	$_____	$_____
TYPE 1A – Foundry/ Rice Lime					
City of Delray Beach	201 SW 7th St., Delray Beach	3650	$_____	$_____	$_____
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	$_____	$_____	$_____
City of Margate	980 NW 66th Ave, Margate	2000	$_____	$_____	$_____
City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000	$_____	$_____	$_____
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	$_____	$_____	$_____
City of Tamarac	7803 NW 61st Street, Tamarac	1500	$_____	$_____	$_____
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	$_____	$_____	$_____
TYPE 2 -- Hi CAL Granular					
City of Hollywood	Wastewater, 1621 N 14th Ave, Hollywood	5550	$_____	$_____	$_____
	Total Annual Tonnage	**67,387**			**$_____**

Delivery Location Special Conditions:

(1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.

(2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.

(3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

APPENDIX A

CONTRACTOR PASS REQUEST

THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE, BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD ADDITIONAL ROWS.)

Vendor Name: _____

Vendor Address:

_____

_____

Vendor Contact Name: _____

Vendor Contact Phone Number: _____

List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

Name	Work to be Performed

APPENDIX B

2023 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: https://www.eia.gov/petroleum/gasdiesel/

- Percentages change .5% for every $0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
$1.75	0.00%	$3.00	13.00%
$1.80	1.00%	$3.05	13.50%
$1.85	1.50%	$3.10	14.00%
$1.90	2.00%	$3.15	14.50%
$1.95	2.50%	$3.20	15.00%
$2.00	3.00%	$3.25	15.50%
$2.05	3.50%	$3.30	16.00%
$2.10	4.00%	$3.35	16.50%
$2.15	4.50%	$3.40	17.00%
$2.20	5.00%	$3.45	17.50%
$2.25	5.50%	$3.50	18.00%
$2.30	6.00%	$3.55	18.50%
$2.35	6.50%	$3.60	19.00%
$2.40	7.00%	$3.65	19.50%
$2.45	7.50%	$3.70	20.00%
$2.50	8.00%	$3.75	20.50%
$2.55	8.50%	$3.80	21.00%
$2.60	9.00%	$3.85	21.50%
$2.65	9.50%	$3.90	22.00%
$2.70	10.00%	$3.95	22.50%
$2.75	10.50%	$4.00	23.00%
$2.80	11.00%	$4.05	23.50%
$2.85	11.50%	$4.10	24.00%
$2.90	12.00%	$4.15	24.50%
$2.95	12.50%	$4.20	25.00%

SAMPLE FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

(SUCCESSFUL BIDDER)

NOTE: THIS IS A SAMPLE AGREEMENT DOCUMENT IS PROVIDED FOR INFORMATIONOAL PURPOSES ONLY!! ACTUAL AGREEMENT DOCUMENT WILL BE COMPLETED BY THE SUCCESSFUL BIDDER AT TIME OF AWARD!!

THIS AGREEMENT is made and entered into this _ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and_____, a _____ corporation with principal offices located at_____ (the "Contractor") to provide for _____ _____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the

operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured, and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier.

Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 **Adjustment of Price for the Effects of Government Action**: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine

prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 **Hardship**: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 **Pricing for Subsequent Renewal Terms**: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right

to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

7 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

_____
_____
_____
_____

12 Termination

13.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence,

prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

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

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions

of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
: SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ _____ , of _____,
a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ___ day of_____, 20___.

_____
Signature of Notary Public
State of Florida at Large

_____
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

_____
Type of I.D. Produced

☐ DID take an oath, or

☐ DID NOT take an oath.

SUN-SENTINEL

Sold To:
City of Tamarac - CU00120507
7525 NW 88th Ave
Tamarac,FL 33321-2427

Bill To:
City of Tamarac - CU00120507
7525 NW 88th Ave
Tamarac,FL 33321-2427

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,
ADVERTISEMENT INVITATION TO BID (ITB)ALL QUALIFIED BIDDERS:
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Aug 19, 2023

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams
Signature of Affiant

Sworn to and subscribed before me this: August 20, 2023.

LeAnne Rollins
Signature of Notary Public

LEANNE ROLLINS
Notary Public - State of Florida
Commission # GG 982233
My Comm. Expires Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: Orlando.Torres@tamarac.org
7483855

23-36B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
ADVERTISEMENT INVITATION TO BID (ITB)
ALL QUALIFIED BIDDERS:

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tenders TM until 3:00 PM local time, Tuesday, September 12, 2023 for:

Furnish, Deliver and Discharge of Quicklime

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tenders TM on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: https://tamarac.bidsandtenders.org/Module/Tenders/en

Sincerely,

Rhonda Kaplan, PPA
Senior Procurement Specialist

Virtual Bid Opening Ceremony to be held at 3:00 P.M. on September 12, 2023. The public may access the Bid Opening Ceremony at the link via Microsoft Teams provided on the front page of the Bid Document or by telephone at 954-2892459 // phone conference ID # 865 849 546
08/19/2023 7483855

Order # - 7483855

23-36B - Furnish, Deliver and Discharge Quicklime

Opening Date: August 16, 2023 6:00 PM

Closing Date: September 12, 2023 3:00 PM

Vendor Details

Company Name:	Lhoist North America of Alabama, LLC
Address:	3616 Harden Boulevard #386 Lakeland, FL 33803
Contact:	Elizabeth Hart
Email:	elizabeth.hart@lhoist.com
Phone:	863-698-8769
HST#:	63-1002780

Submission Details

Created On:	Tuesday September 05, 2023 05:59:38
Submitted On:	Tuesday September 12, 2023 08:59:45
Submitted By:	Elizabeth Hart
Email:	elizabeth.hart@lhoist.com
Transaction #:	051e64c6-8ae7-412d-9b88-704c33382499
Submitter's IP Address:	165.225.223.70

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

All prices must be expressed in U.S. Dollar currency.

Co-op Quicklime Schedule of Pricing for Years 1, 2 & 3

Agency	Product Description	Annual Usage	Delivered Price Per Ton Year 1 *	Year 1 Extension	Delivered Price Per Ton Year 2 *	Year 2 Extension	Delivered Price Per Ton Year 3 *	Year 3 Extension	Grand Total Cost Delivered For Years 1 - 3
City of Boynton Beach - 1620 S. Seacrest Blvd.	Type 1 - Pebble Lime	1685	$448.3800	$ 755,520.30	$493.2200	$ 831,075.70	$542.5400	$ 914,179.90	$ 2,500,775.90
Broward County Dist. 1 - 3701 N State Road 7	Type 1 - Pebble Lime	2100	$446.9500	$ 938,595.00	$491.6500	$ 1,032,465.00	$540.8100	$ 1,135,701.00	$ 3,106,761.00
Broward County Dist. 2 - 1390 NE 50th St., Pompano Beach	Type 1 - Pebble Lime	4000	$446.9500	$ 1,787,800.00	$491.6500	$ 1,966,600.00	$540.8100	$ 2,163,240.00	$ 5,917,640.00
City of Coral Springs - 3800 NW 85th Avenue - - Delivery Note (1) - Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.	Type 1 - Pebble Lime	1550	$446.9500	$ 692,772.50	$491.6500	$ 762,057.50	$540.8100	$ 838,255.50	$ 2,293,085.50
Town of Davie - 3500 NW 76th Avenue, Hollywood	Type 1 - Pebble Lime	750	$446.9500	$ 335,212.50	$491.6500	$ 368,737.50	$540.8100	$ 405,607.50	$ 1,109,557.50
City of Dania Beach - 1201 Stirling Road, Dania Beach	Type 1 - Pebble Lime	350	$446.9500	$ 156,432.50	$491.6500	$ 172,077.50	$540.8100	$ 189,283.50	$ 517,793.50
City of Deerfield Beach - 290 Goolsby Blvd. – West Plant, Deerfield Beach	Type 1 - Pebble Lime	1352	$446.9500	$ 604,276.40	$491.6500	$ 664,710.80	$540.8100	$ 731,175.12	$ 2,000,162.32
City of Fort Lauderdale - 949 NW 38th St., Ft. Lauderdale - - Delivery Note (2) - Must deliver between 7:00AM and 3:00 Daily.	Type 1 - Pebble Lime	14000	$446.9500	$ 6,257,300.00	$491.6500	$ 6,883,100.00	$540.8100	$ 7,571,340.00	$ 20,711,740.00
City of Hallandale Beach - 630 NW 6th Avenue, Hallandale Beach -- Delivery Note (3) - Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.	Type 1 - Pebble Lime	1000	$446.9500	$ 446,950.00	$491.6500	$ 491,650.00	$540.8100	$ 540,810.00	$ 1,479,410.00
City of Lake Worth Beach - 301 College St., Lake Worth Beach	Type 1 - Pebble Lime	525	$449.6000	$ 236,040.00	$494.5600	$ 259,644.00	$544.0200	$ 285,610.50	$ 781,294.50
City of Lauderhill - 2101 NW 49th Avenue, Lauderhill	Type 1 - Pebble Lime	1825	$446.9500	$ 815,683.75	$491.6500	$ 897,261.25	$540.8100	$ 986,978.25	$ 2,699,923.25
City of North Lauderdale - 841 NW 71st Avenue, North Lauderdale	Type 1 - Pebble Lime	670	$446.9500	$ 299,456.50	$491.6500	$ 329,405.50	$540.8100	$ 362,342.70	$ 991,204.70
City of North Miami - 12098 NW 11th Ave, North Miami	Type 1 - Pebble Lime	1150	$448.3800	$ 515,637.00	$493.2200	$ 567,203.00	$542.5400	$ 623,921.00	$ 1,706,761.00
Village of Palm Springs - 360 David Road, Palm Springs	Type 1 - Pebble Lime	600	$451.2300	$ 270,738.00	$496.3600	$ 297,816.00	$545.9900	$ 327,594.00	$ 896,148.00
Village of Palm Springs - 5618 Basil Drive, West Palm Beach	Type 1 - Pebble Lime	600	$451.2300	$ 270,738.00	$496.3600	$ 297,816.00	$545.9900	$ 327,594.00	$ 896,148.00
City of Pompano Beach -301 NE 12th Street, Pompano Beach	Type 1 - Pebble Lime	2200	$446.9500	$ 983,290.00	$491.6500	$ 1,081,630.00	$540.0000	$ 1,188,000.00	$ 3,252,920.00
City of Riviera Beach - 800 W. Blue Heron Blvd., Riviera Beach	Type 1 - Pebble Lime	1200	$451.2300	$ 541,476.00	$496.3600	$ 595,632.00	$545.9900	$ 655,188.00	$ 1,792,296.00
City of Sunrise - 4350 Springtree Drive, Sunrise	Type 1 - Pebble Lime	2500	$446.9500	$ 1,117,375.00	$491.6500	$ 1,229,125.00	$540.8100	$ 1,352,025.00	$ 3,698,525.00

City of Sunrise - 15400 Watermill Road, Davie	Type 1 - Pebble Lime	500	$446.9500	$ 223,475.00	$491.6500	$ 245,825.00	$540.8100	$ 270,405.00	$ 739,705.00
Village of Wellington - 1100 Wellington Trace, Wellington	Type 1 - Pebble Lime	1330	$449.7900	$ 598,220.70	$494.7700	$ 658,044.10	$544.2500	$ 723,852.50	$ 1,980,117.30
City of Delray Beach - 201 SW 7th St., Delray Beach	Type 1A - Foundry/Rice Lime	3650	$446.9500	$ 1,631,367.50	$491.6500	$ 1,794,522.50	$540.8100	$ 1,973,956.50	$ 5,399,846.50
City of Hollywood - 3441 Hollywood Blvd., Hollywood	Type 1A - Foundry/Rice Lime	2400	$446.9500	$ 1,072,680.00	$491.6500	$ 1,179,960.00	$540.8100	$ 1,297,944.00	$ 3,550,584.00
City of Margate - 980 NW 66th Ave, Margate	Type 1A - Foundry/Rice Lime	2000	$446.9500	$ 893,900.00	$491.6500	$ 983,300.00	$540.8100	$ 1,081,620.00	$ 2,958,820.00
City of North Miami Beach - 19150 NW 8th Ave, Miami Gardens	Type 1A - Foundry/Rice Lime	3000	$448.3800	$ 1,345,140.00	$493.2200	$ 1,479,660.00	$542.5400	$ 1,627,620.00	$ 4,452,420.00
City of Pembroke Pines - 7960 Johnson Street, Pembroke Pines	Type 1A- Foundry/Rice Lime	4200	$446.9500	$ 1,877,190.00	$491.6500	$ 2,064,930.00	$540.8100	$ 2,271,402.00	$ 6,213,522.00
City of Tamarac - 7803 NW 61st Street, Tamarac	Type 1A - Foundry/Rice Lime	1500	$446.9500	$ 670,425.00	$491.6500	$ 737,475.00	$544.2500	$ 816,375.00	$ 2,224,275.00
City of West Palm Beach - 1009 Banyan Blvd., West Palm Beach	Type 1A - Foundry/Rice Lime	5200	$449.7900	$ 2,338,908.00	$494.7700	$ 2,572,804.00	$544.2500	$ 2,830,100.00	$ 7,741,812.00
City of Hollywood - Wastewater, 1621 N 14th Ave, Hollywood	Type 2 - HI CAL Granular Lime	5550	$540.5500	$ 3,000,052.50	$594.6100	$ 3,300,085.50	$654.0700	$ 3,630,088.50	$ 9,930,226.50
								Subtotal:	$ 101,543,474.47

Bid Questions

Please provide responses to the following questions as part of your bid response. Any documentation required may be uploaded under Document Upload number 7 in the document upload section of this electronic bid response.

Is your firm an authorized Motorola Dealer?	No
Please provide details regarding your ability to provide warranty and regular maintenance for the equipment being bid.	Lhoist North America has been a leading producer and distributor of commercial lime products in Florida and the US for over 75 years with over 5,000 employees. Lhoist is the principal vendor of lime for municipal water treatment in Florida. Lhoist North America's products meet the requirements of ANSI/AWWA B202-93. Lhoist also maintains a technical representative in Florida with backup provided by a complete wet chemistry QA lab at the site of the Alabama Operations.
Please provide your normal response time for maintenance or repair issues. Provide a time for your firm to contact City staff by telephone or e-mail to provide technical support, and the normal time required to make an on-site service calls if required. (Please refer to Section 10 "SERVICEABILITY" of the Scope of Work.	Lhoist is available in the event of an emergency 24/7.

SCRUTINIZED COMPANIES AND BOYCOTT OF ISRAEL

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Description	Response *
I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section	(•) Yes ( ) No

CONVICTION HISTORY EMPLOYMENT POLICY INQUIRY

Consideration of conviction history policies.

The policy of the City of Tamarac is that it will not include any question on any application for employment, inquire either orally or in writing, receive information about an applicant's criminal history background check, or otherwise obtain information about an applicant's criminal history until after the City initially determines that the applicant is otherwise qualified for a position. Once the City has initially determined that an applicant is otherwise qualified, the City may inquire into or obtain information about a criminal record.

The City encourages vendors that do business with the City to adopt and employ conviction history policies, practices, and standards that are consistent with the policies found in the first paragraph of this section herein. The City reserves the right to review all vendors' conviction history policies for consistency with City standards. The vendors' conviction history standards may be part of the criteria to be evaluated by the City when determining whether to award a City contract to a vendor, and vendors utilizing similar practices as those enumerated in the first paragraph of this section herein. Vendor may receive bonus points when the City is soliciting Requests for Proposal, Requests for Qualifications or Requests for Letters of Interest, unless prohibited by the requirements of Florida or U.S. statutes or codes. Further, the City reserves the right to evaluate a contractor's execution of the conviction history standards as a part of the performance criteria of said City contracts.

Vendors are requested to provide information relating to their policies regarding criminal information history and will be asked to provide information as a part of vendor's electronic response. Vendors with criminal history information procedures may be requested to validate their procedures by providing copies of their written policy and/or copies of their employment applications as part of their electronic submittal response.

Description	Response *
Does your Firm have policies in place to exclude requesting criminal history information from employment candidates until after the candidates have been deemed qualified? (If yes, please upload supporting document)	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Description	Response *
I Hereby Acknowledge the E-VERIFY Information Above and Will Abide by Everything Outlined in this Section	(•) Yes ( ) No

PAYMENT TERMS AND METHOD

Line Item	Description	Response *	Comments
1	TERMS:_____% (percent discount, if any, if payment made within_____ DAYS; otherwise, terms are NET 30 days.	NET 30 Days	
2	The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?	No	

BIDDER'S OWNERSHIP SURVEY

Line Item	Description	Response *	If Other Please Enter Information Here: (If NONE Enter the word "NONE") *
1	Does your firm employ more than 50 persons (including full-time and part-time employees)	Yes	Over 5,000
2	Is your firm a construction firm?	No	It is a manufacturing firm.
3	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership):	Not Applicable	Privately owned company. Gender of specific owners is not available.
4	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership):	Other (not listed above)	European
5	Which of following best describes the primary owner's veteran status (at least 51% ownership):	Non-Veteran	This information is not available.
6	Indicate the agency or agencies that have granted the certification to your firm:	State of Florida	The State of FL.

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Description	Response *
I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section	(•) Yes ( ) No

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Description	Response *	Options	
Company Name	Lhoist North America		
Address	3616 Harden Blvd, #386		
Telephone	877-644-9010 314-614-4950 863-698-8769		
City	Lakeland		
State	Florida		
Zip	33803		
Contractor's License Number	M09000001425		
Federal Tax ID Number	63-1002780		
Email address for above signer	dale.james@lhoist.com		
Indicate which type of organization from the list in the Options column.	LLC	OTHER	*

LOCAL, VETERAN AND CBE INFORMATION

Description	Response *
Is the primary address of your firm located with the City limits of Tamarac?	No
Which of following best describes the primary owner's veteran status?	Non-Veteran
Is your firm a Certified Business Enterprise (CBE) Certified by Broward County? (NOTE Proof of Certification must be included in Document Upload Section) *	No

BIDDER'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	12 years
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Not applicable.
3	Under what former name(s) has your business operated? Also List former address(es) of that business (if any).	Chemical Lime Company of Alabama
4	Have you ever been debarred or suspended from doing business with any governmental entity? If Yes, Explain	No
5	Has your company ever declared bankruptcy? If Yes, explain:	No
6	Have you ever received a contract or purchase order from the City of Tamarac?	Yes

PAYMENT TERMS AND METHOD

Please provide the City with your Prompt Payment Discount if one is available. If not, please indicate "net".

Line Item	Description	Response *	Comments
1	TERMS:_____% (percent discount, if any, if payment made within_____ DAYS; otherwise, terms are NET 30 days.	NET 30 Days	
2	The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?	No	

REFERENCES

Please list five (5) government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name	Legal Address	Contact Name	Phone Number	Email Address	
1	City of Lakeland, FL	1501 W. Bella Vista Street Lakeland, FL 33805	Joseph Costine	863-834-6750	Joseph.Costine@lakelandgov.net	*
2	City of Naples, FL	1000 Fleischman Blvd Naples, FL 34102	Gerald Secory	239-213-7100	jsecory@naplesgov.com	*
3	City of Bartow, FL	450 North Wilson Avenue Bartow, FL 33831	Deborah King	863-534-0100	dking.purchasing@cityofbartow.net	*
4	City of Tampa, FL	306 E. Jackson Street, 2E Tampa, FL 33602	Beverly Jewesak	813-274-8351	beverly.jewesak@tampagov.net	*
5	Florida Keys Aqueduct Authority	1100 Kennedy Drive Key West, FL 33040	Mary Anne Clothier	305-296-2454	mclothier@fkaa.com	*

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

List of Subcontractors

Please list any subcontractors who will be performing work on this project. If you have no subcontractors you may skip this form or indicate "Self-Performed".

☑ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Work to Be Performed *	% Total Contract *	Contractor License No. *	Subcontractor Name/Address *	Sub-Contractor Phone & Email *
1					

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Response Document may be rejected.

The following forms must be filled out, scanned, and uploaded to the defined section below. Please note that failure to provide the requested uploads may result in your bid being deemed as non-responsive:
We have also provided an area where you may upload an informational document to respond to items requested in the bid or items which you feel may be helpful for the City in reviewing bid responses.

- Non-Collusive Affidavit (Document Upload 1) (Form Available for Upload in Documents Section) - NON-COLLUSIVE AFFIDAVIT Completed.pdf - Monday September 11, 2023 16:41:04
- Certified Resolution (Document Upload 2) (Form Available for Upload in Documents Section) - CERTIFIED RESOLUTION COMPLETED.pdf - Monday September 11, 2023 15:12:39
- Foreign Entity Ownership Affidavit (Document Upload 3) (Form Available for Upload in Documents Section) - Foreign Entity Affidavit Completed.pdf - Monday September 11, 2023 15:08:33
- Appendix A Part 1 - Contractor Pass Request Contact Information (Document Upload 4) (Form Available for Upload in Documents Section) - 23-36B - APPENDIX A Part 1 Bid Form -- Furnish Deliver & DIscharge Quicklime COMPLETED.pdf - Tuesday September 05, 2023 06:06:36
- Appendix A Part 2 -- Contractor Pass Request - List of Contractor Employees including picture identification (Document Upload 5) - 23-36B - APPENDIX A Part 1 Bid Form -- Furnish Deliver & DIscharge Quicklime COMPLETED.pdf - Tuesday September 05, 2023 06:06:54
- Certificate of Insurance -- Proof of Requirements (Document Upload 6) - The City of Tamarac_2947859_09052023.pdf - Tuesday September 05, 2023 17:14:29
- Internal Revenue Service Form W-9 (Document Upload 7) - 2023_w-9_lhoist_north_america_of_alabama_llc.pdf - Tuesday September 05, 2023 06:15:55
- Conviction History Validation (Document Upload 8) - Employee Handbook_Final Web Version 2023.pdf - Wednesday September 06, 2023 05:34:14
- Items which bidder would like to include for informational purposes (Document Upload 9) - SE COOP Bid Pricing 09.2023 for Submittal.xlsx - Tuesday September 12, 2023 08:56:04
- Additional Document (optional)

STANDARD TERMS AND CONDITIONS

23-36B

FURNISH, DELIVER AND DISCHARGE QUICKLIME

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Responding firms including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal. As such the words "quotation", “bid” and "proposal" may be used interchangeably in reference to all offers submitted by prospective Responding firms. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Quoting firm to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Responding firm, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City. Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13. SCRUTINIZED COMPANIES

By execution of this bid/proposal, Bidder certifies that Bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Bidder been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

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

14.1.1 Keep and maintain public records required by the City to perform the service;

14.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

14.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

14.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

14.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

15. E-VERIFY COMPLIANCE

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

SPECIAL CONDITIONS

INVITATION TO BID 23-36B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2. CONTRACT TERM

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month to month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

3. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges.

A. Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges. The unit pricing provided must include all freight charges and other costs, other than any fuel, rail or trucking surcharges that may occur.
B. Bidder shall submit firm and fixed pricing for each of three (3) Agreement years based on the contract date of commencement (i.e. pricing for the initial twelve (12) month contract period, pricing for the second twelve (12) month period and pricing for the third twelve (12) month period). The bidder will be required to provide separate pricing for each of the three (3) years included in the initial contract term. The pricing for each subsequent year after the initial year of the Agreement may provide for anticipated escalation for each subsequent year. Under no circumstances shall any escalated pricing provided for subsequent contract years two and three of the Agreement be charged until the anniversary date of the commencement of the Agreement. Orders accepted by the Contractor prior to the Anniversary date of the commencement of the Agreement, but delivered after the Anniversary date shall be invoiced at the pricing associated with the pricing in place at the time of the order.
C. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder shall provide a rail fuel surcharge schedule no later than the third Monday of the month prior to the end of the quarter.

Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the U.S. On-Highway Diesel Fuel Prices – U.S. (Average), as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: https://www.eia.gov/petroleum/gasdiesel/

D. Adjustments for Fuel Surcharges, Rail & Truck Surcharges, Rail & of Surcharges ONLY:

1. The City will accept adjustments to rail and truck fuel surcharges, on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for such charges and must pass-on a price decrease when the Contractor's costs are reduced.
2. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated on the third Monday of the month preceding the start of the new quarter.
3. **Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted.**

4. BASIS FOR ADJUSTMENT OR REJECTION OF SHIPMENTS

The City reserves the right to reject, at the Bidder's expense, any shipment that fails to meet the specifications listed herein. The Bidder shall be given twenty-four (24) hours after failure notification to arrange for independent laboratory analysis of one (1) of the retained samples from said shipment.

5. DAMAGE TO EQUIPMENT

If it is determined that the Bidder has shipped a product other than that specified, resulting in equipment damage, the Bidder shall assume full responsibility for the cost of repairs.

6. DELIVERY

Bidder shall be capable of and agree to the following:

A. Delivery 24-hours per day, seven days per week.
B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.
C. As may be requested by using department, provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.
D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.
E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

7. INVOICING

Invoice shall indicate Purchase Order number, Unit price, extension, total billed and any allowable cash discounts.

8. INSURANCE

Bidders shall submit copies of their current insurance certificates with the bid as refernced in the General Terms and Conditions. Failure to do so may cause rejection of the Bid.

9. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

10. SECURITY

The awarded Contractor shall be required to complete the and upload the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor shall not admit any unauthorized personnel onto any work site. Vendor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

The awarded Contractor shall be held responsible for complying with these procedures.

11. CAPABILITIES OF THE SUPPLIER

Suppliers of Quicklime under any Agreement resulting from this Invitation for Bid should be actively engaged in the actual production of Quicklime, and may be requested to demonstrate that the firm has the adequate equipment, supplies and labor required to produce the finished material and maintain production of Quicklime, and a continuity of supply to agencies within the Southeast Florida Governmental Purchasing Cooperative. The Supplier must have appropriate reliable distribution channels to transport, deliver and discharge quicklime at the requested delivery locations included herein. Additionally, the firm may be requested to provide copies of its most recent audited financial statement demonstrating that the firm has the necessary financial capability to meet the requirements of agencies within the Southeast Florida Governmental Purchasing Cooperative, as well as information that demonstrates the past experience in making compliant product deliveries for large quantities of quicklime at water treatment facilities similar to those used by the City. The Bidder will be required to respond to questions included in the Bids and Tenders electronic solicitation document.

12. ADJUSTMENT OF PRICE FOR THE EFFECTS OF GOVERNMENT ACTION

Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health,

safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

13. HARDSHIP

Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

14. CONSIDERATION FOR AWARD

The City reserves the right to consider a Bidders history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrants such determination. A complete history of all citations, violations, notices or dispositions shall be submitted with bid. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of any citation or violation received after the Bid opening date and during the time of performance of any contract awarded to Bidder.

Other considerations for award include:

A. The ability and capacity of the Bidder to perform the requirements of the bid.
B. The availability and quality of the Bidder's product to the required use.

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the solicitation. We (I) certify that we(I) have read the entire document, including the Specifications, Scope or Statement of Work, Additional Requirements, Supplemental Attachments, Instructions to Bidders (or Proposers), Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire solicitation document.

- J. Dale James, Sales Manager, Lhoist North America of Alabama, LLC

The bidder/proposer shall declare any potential conflict of interest that could arise from responding to this solicitation. Do you have a potential conflict of interest?

○ **Yes** ◉ **No**

The Bidder/Proposer acknowledges and agrees that the addendum/addenda below form part of the Solicitation Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #13: Authorize Vehicle Purchases - Cooperative Purchases - Utilities Department (FY 2024 Budget Funded)

SUMMARY: The Utilities Department needs to purchase vehicles to support the daily operational utility services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Florida Sheriffs Association & Florida Association of Counties contract awarded to various vendors (including Duval Ford). The Florida Sheriffs Association & Florida Association of Counties completed a competitive selection process – Pursuit, Administrative & Other Vehicles (Bid #FSA23-VEH31.0 - October 1, 2023). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 budget, the Village Council approved $250,000 to be used to purchase three (3) Ford F-250 3/4 Ton Trucks with Utility Beds and two (2) Ford Rangers. The Ford Ranger was replaced with the Ford Maverick on the #FSA23-VEH31.0 contract. The cost of the five (5) vehicles is $239,013.21.

If approved, the Village would accept Duval Ford's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2024.

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

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

FISCAL IMPACT:
Funds to support 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. Ford F-250 Quote - Duval Ford
2. Maverick Quote - Duval Ford

VILLAGE OF PALM SPRINGS

Prepared for:		Contract Holder	DATE:
	VILLAGE OF PALM SPRINGS DAVID BURGIN 561-584-8200 dburgin@vpsfl.org	*DUVAL FLEET* *Bambi Darr* *(Work) 904-381-6596* *(Fax) 904-387-6816* bambi.darr@duvalfleet.com *405 Lane Ave N. Jacksonville, FL 32254*	12/5/23

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA23-VEL31.0 Heavy Equipment and Trucks FSA23-VEH 21.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	ITEM 114	*2024 FORD F-250 REG CAB 3/4 TON PICKUP TRUCK - 4X2 (F2A)*	$ 41,820.00
0	600A	XL TRIM PACKAGE	NC
0	99A	6.8L V8 GAS ENGINE	NC
0	44F	10- SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	534	HEAVY DUTY TOWING PACKAGE	$ 1,483.79
0	52B	TRAILER BRAKE CONTROLLER	NC
0	76C	BACKUP ALARM	$ 173.69
0	CAMLOC	RELOCATE CAMERA ONCE SERVICE BODY IS COMPLETE	$ 326.40
0	KSB 3	KNAPHEIDE SERVICE BODY (696J)	$ 13,319.67
0	CABSHLD B	CAB SHIELD WITH MINI LIGHT BAR PROVISION	$ 882.00
0	SBO 68	SPRAY IN BEDLINER TO INCLUDE TOPS	$ 1,224.00
0	SBO 71	SPRAY REAR BUMPER	$ 272.00
0	31*	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI	$ 625.00
0	TINT2	TINT WINDOWS ON FRONT 2 WINDOWS TO INCLUDE FRONT STRIP	$ 304.50
0	LED PKG 1	(4) WHELEN LED LIGHTS (2- SURFACE MOUNTED IN GRILLE & 2- IN TAIL LIGHTS (AMBER)	$ 883.75
0	LED PKG 2	WHELEN 16" MINI LED LIGHT BAR INSTALLED ON ROOR (AMBER WITH AMBER LENS)	$ 804.75
0	INCL	LIGHTS HOOKED TO (1) SWITCH	NC
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			$ 62,119.55

TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 62,119.55

PUBLIC WORKS

Prepared for:		Contract Holder	DATE:
	VILLAGE OF PALM SPRINGS DAVID BURGIN 561-584-8200 dburgin@vpsfl.org	*DUVAL FLEET* *Bambi Darr* *(Work) 904-381-6596* *(Fax) 904-387-6816* bambi.darr@duvalfleet.com *405 Lane Ave N. Jacksonville, FL 32254*	10/7/23

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA23-VEL31.0 Heavy Equipment and Trucks FSA23-VEH 21.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	ITEM 119	***2024 FORD MAVERICK 4X2- W8A***	$ 23,695.00
0	100A	XL TRIM PACKAGE	NC
0	999	2.0L ECOBOOST ENGINE	NC
0	448	8- SPEED AUTO TRANSMISSION	NC
0	INCL	POWER WINDOWS & DOOR LOCKS	NC
0	96G	SPRAY ON BEDLINER	$ 492.53
0	WTECH4	WEATHER TECH LASER CUT FLOOR LINERS- 4 PIECE	$ 346.00
0	PKE	ADDITIONAL KEY WITH REMOTE	$ 450.00
0	TINT2	TINT WINDOWS ON FRONT 2 WINDOWS TO INCLUDE FRONT STRIP	$ 460.00
0	LED PKG 1	(4) WHELEN LED LIGHTS (2- SURFACE MOUNTED IN GRILLE & 2- IN TAIL LIGHTS (AMBER)	$ 883.75
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	9W	INTERIOR: BLACK CLOTH SEATS	NC
0		CARPET FLOOR	NC
	VENDOR COMMENTS	2024 ORDER BANK CLOSES ON 10/13/23	
UNIT COST			$ 26,327.28

TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 26,327.28

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #14: Vehicle Purchase - Piggyback Purchase - Utilities Department (FY 2024 Budget Funded):

SUMMARY: The Utilities Department needs to purchase a vehicle to support the collection of drinking water samples by the laboratory within the water treatment plant. To ensure the lowest possible price, the staff recommends that the Village utilize piggyback purchasing of the current Bradford County Sheriff's Office contract awarded to various vendors (including Duval Ford). The Bradford County Sheriff's Office completed a competitive selection process – Automotive Pursuit Vehicles, Light Truck, and SUV's, Medium Duty Vehicles and Equipment (Bid #BCSO 22-27-1.0 - September 12, 2022). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 budget, the Village Council approved $35,000 to be used to purchase one (1) Ford Escape. The Village has used the Florida Sheriffs Association & Florida Association of Counties contract to purchase vehicles in the past. However, the Ford Escape was not available as part of that bid this year.

If approved, the Village would accept Duval Ford's pricing by piggybacking the Bradford County Sheriff's Office contract, including all terms, conditions, and pricing. The term of the contract will expire on September 12, 2025.

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 Florida's 38 political subdivisions; 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 Utilities Director, Assistant Utilities Director, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

FISCAL IMPACT:
Funds to support 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. Ford Escape Quote - Duval Ford

VILLAGE OF PALM SPRINGS

Prepared for:	Contract Holder	10/7/23
VILLAGE OF PALM SPRINGS LISBET SILVA 561-584-8200 X 8714 lsilva@vpsfl.org	Duval Ford Bambi Darr *(Work) 904-381-6596* Bambi.Darr@duvalfleet.com *405 Lane Ave N* *Jacksonville, FL 32254*	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Labor Hours. $90/ Hr	Parts Quantity	Code	Equipment	OEM Price Level:	BCSO Contract Price	
		2024 U0G	**2024 FORD ESCAPE ACTIVE FWD- U0G**	$ 28,171.00	$ 26,500.82	Section One: VEHICLE
		OEM freight	Factory Destination	$ 1,495.00	$ 1,519.67	
		YZ	EXTERIOR: Oxford White	$ -	$ -	
		CB	INTERIOR: Ebony cloth	$ -	$ -	
		99N.448	1.5L ECOBOOST ENGINE / 8-SPEED AUTOMATIC TRANSMISSION	$ -	$ -	
		200A	EQUIPMENT GROUP: ACTIVE	$ -	$ -	
		68B	Tech Pack #1 * • Ford Co-Pilot360TM Assist+ — Intelligent Adaptive Cruise Control with; — Stop-and-Go — Lane Centering Assist — Speed Sign Recognition Connected Navigation1 with 1 Year of Connectivity, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance — Evasive Steering Assist — Rear Parking Sensor • Rear View Camera – Digital — SYNC® 4 with Enhanced Voice Recognition2 — 13.2" LCD Capacitive Touchscreen with Swipe Capability	$ 935.00	$ 950.43	
		942	DAYTIME RUNNING LIGHTS	$ 42.00	$ 42.69	
		Discount	Government Concession reflected in Base Vehicle Price			
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
		Discount	Discount off Invoice reflected in Base Vehicle Price	$ (835.00)		
		Ceiling Percentage Markup: Accessories		29%		
	1	WTM	ALL WEATHER FLOOR LINERS- 4 PIECE	$ 195.00	$ 251.55	
	1	3K RKE	ADDITIONAL KEY WITH REMOTE	$ 250.00	$ 322.50	
	1	TINT2	TINT ALL WINDOWS TO INCLUDE WINDSHIELD STRIP	$ 235.00	$ 303.15	
		Ceiling Percentage Markup: Lighting		20%		
4	4	4 CORNERS	4 CORNER LED LIGHTS- (SPLIT AMBER/WHITE)	$ 95.00	$ 456.00	
		Final Delivery				Section 4: FINAL DELIVERY
4		Labor	Total Labor Hours for installation of parts	$ 360.00	$ 360.00	
0		Freight	Freight on Parts	$ -	$ -	
0	291	33461	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	$ 2.00	$ 582.00	
0		Tag	TAG DECLINED	$ -	$ -	
		NOTE				
UNIT COST					$ 31,288.81	

TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 31,288.81

```
CNGP530                 VEHICLE ORDER CONFIRMATION          10/07/23 11:14:24
==> _________ ____________________________________________      Dealer: F24081
                          2024 ESCAPE                              Page: 1 of 1
Order No: 0009    Priority: M2  Ord FIN: QE065  Order Type: 5B Price Level: 420
Ord Code: 200A Cust/Flt Name: ME                 PO Number:
                     RETAIL   DLR INV                        RETAIL   DLR INV
U0G  ACTIVE FWD      $29345 $28171.00        .ADP SPD CONTROL
     .106.7" WB                              .13.2" TOUCHSCRN
YZ   OXFORD WHITE                       942  DAYTIME RUN LMP     45     42.00
C    CLOTH BUCKETS                           SP FLT ACCT CR           (835.00)
B    EBONY                                   FUEL CHARGE                 6.52
200A EQUIP GRP                               DEST AND DELIV    1495   1495.00
99N  .1.5L ECO ENGINE    NC        NC  TOTAL BASE AND OPTIONS 31880  29814.52
448  .8-SPD AUTOTRANS    NC        NC  TOTAL                  31880  29814.52
     225/65R17 TIRES                   *THIS IS NOT AN INVOICE*
     17" ALUM WHEEL
68B  TECH PKG #1        995    935.00
     .EVAS STRG AST
     .CNCTD NAV
     .LANE CNTRG AST
     .RR PARKING SYS
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Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Utilities

ITEM #15: Change Order #1 - Pratt WTP Generator Replacement (Task Order #296) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - All Florida Contracting Services, LLC

SUMMARY: On July 21, 2022, the Village Council approved Task Order No. 296 with All Florida Contracting Services, LLC for RL Pratt Water Treatment Plant Generator Replacement. A notice to proceed was issued on October 5, 2022, with a contract time of 210 days to substantial completion and 240 days to final completion.

During the initial phases of construction, it was discovered that due to supply chain issues and material shortages there was a delay in receiving the generator being manufactured overseas, resulting in the generator being shipped after the original contract time expired on June 2, 2023.

The Village's selected contractor, All Florida Contracting Services, LLC (AFC), and the Utilities Department therefore are requesting an extension to the contract time for Task Order No. 296 (Change Order No.1) in the amount of 226 days.

FISCAL IMPACT:

Item	Contract Amount	Contract Time / Add' l Days
Original Contract Amount	$380,200.00	240 Days
Proposed Change Order No 1	$0.00	226 Days
Revised Contract Amount	**$380,200.00**	**466 Days**

There is no fiscal impact to the project from Change Order No. 1. Upon approval, the new Substantial Completion date will be December 15, 2023, and the new Final Completion date will be January 15, 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 term of the contract.

ATTACHMENTS:

1. Proposed Change Order No 1 - All Florida Contracting Services, LLC
2. Agreement - All Florida Contracting Services, LLC
3. Notice to Proceed - All Florida Contracting Services, LLC.
4. Manufacturers Letter - Pantropic Power, Inc.

Change Order No. 1

Date of Issuance: November 17, 2023
Effective Date: 12/8/23

Owner: Village of Palm Springs
Owner's Task Order No.: 296

Contractor: All Florida Contracting Services, LLC
Project Bid No. (ITB #): 2022B-009

Engineer: Holtz Consulting Engineers, Inc.
Engineer's Project No.:

Project: RL Pratt Emergency Generator Replacement
NTP: October 5, 2022

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

Description: *Contract time extension resulting from manufacturer delays of the Replacement Diesel Fuel Generator*

Attachments: *Agreement-All Florida Contracting LLC., Original Notice to Proceed, Manufacturers Letter*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 380,200.00	Original Contract Times: 210 Days / 240 Days Substantial Completion: May 3, 2023 Ready for Final Payment: June 2, 2023 days / dates
~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. 0 to No. 0: $ 0	~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. 0 to No. 0: Substantial Completion: 0 Days Ready for Final Payment: 0 Days days
Contract Price prior to this Change Order: $ 380,200.00	Contract Times prior to this Change Order: Substantial Completion: May 3, 2023 Ready for Final Payment: June 2, 2023 dates
~~[Increase]~~ ~~[Decrease]~~ of this Change Order: $ 0	[***Increase***] ~~[Decrease]~~ of this Change Order: Substantial Completion: 226 Days Ready for Final Payment: 226 Days days
Contract Price incorporating this Change Order: $ 380,200.00	Contract Times with all approved Change Orders: Substantial Completion: December 15, 2023 Ready for Final Payment: January 15, 2024 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By: Michael Cox
Holtz Consulting Engineers	Village of Palm Springs	All Florida Contracting
Title: Vice President	Title Village Manager	Title President
Date: 12/8/2023	Date 12/8/23	Date 12/08/2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

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).

MC
Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 1 to the PRATT GENERATOR 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

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and All Florida Contracting Services, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: R.L. Pratt Water Treatment Plant Generator Replacement Project.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Holtz Consulting Engineers, Inc.

3.02 The Owner has retained Holtz Consulting Engineers, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

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

1. Substantial Completion: Contractor shall pay Owner $1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	General Conditions, Bonds, Indemnification	Lump Sum	1	15,200	15,200
2	Demolition of Existing Equipment	Lump Sum	1	24,000	24,000
3	500 KW Emergency Generator	Lump Sum	1	270,000	270,000
4	150 Gallon Day Tank	Lump Sum	1	21,000	21,000
5	Temporary Generator System Rental	Lump Sum	1	15,000	15,000
6	New Louvers and Restoration	Lump Sum	1	35,000	35,000
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$380,200
Alternative Pay Item 7	New Power and Control Wires	Lump Sum	1	9,000	9,000

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.

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 13, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 1 to 10, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: Village of Palm Springs R.L. Pratt Water Treatment Plant Generator Replacemet.
8. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages 1 to 49, inclusive).

9. 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 Statues. 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 that the following amounts or greater where required by Law and Regulations:

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

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

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

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

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

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

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

a.	Excess or Umbrella Liability	
	1) General Aggregate	$5,000,000
	2) Each Occurrence	$1,000,000

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

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence	$1,000,000

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

   a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

   a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

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

10.13 *Audit by Village*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of

construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 *Copyrights and/or Patent Rights*

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

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, 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 07/07/22 (which is the Effective Date of the Contract).

VILLAGE:

By: _____

Title: Mayor

(Seal)

Attest: _____

Title: Village Clerk

Approved as to Form: _____

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

CONTRACTOR:

By: _____

Title: PRESIDENT

Attest: _____

Title: Notary Public

Notary Public State of Florida
Tara Horn
My Commission
HH 246142
Exp. 6/7/2026

Address for giving notices:

License No.: _____
(where applicable)

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

July 18, 2022

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

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY
Principal: All Florida Contracting Services, LLC
Bond No: GS56000389
Project: R.L. Pratt Water Treatment Plant Generator Replacement Project

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to lisa@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
The Gray Insurance Company

Teresa L. Durham
Attorney-In-Fact
& Florida Licensed Resident Agent

Executed in 4 Counterparts

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: GS56000389

CONTRACTOR NAME: All Florida Contracting Services, LLC

CONTRACTOR ADDRESS: 3814 NW 126 Avenue

Coral Springs, FL 33065

CONTRACTOR PHONE NO: 954-775-7767

SURETY COMPANY: The Gray Insurance Company

PO Box 6202

Metairie, LA 70009-6202 504-888-7790

OWNER NAME: Village of Palm Springs

OWNER ADDRESS: 226 Cypress Lane

Palm Springs, FL 33461,

OWNER PHONE NO.: 561-582-8400

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: $380,200.00

CONTRACT NO.: (If applicable) Bid No. 2022B-009

DESCRIPTION OF WORK: R.L. Pratt Water Treatment Plant Generator Replacement Project

PROJECT LOCATION: 5618 Basil Drive West Palm Beach, FL 33415

LEGAL DESCRIPTION: (If applicable)

OBLIGEE ADDRESS:

MODIFICATIONS:

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.

Bond No. GS56000389 Executed in 4 Counterpart(s)

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We, All Florida Contracting Services, LLC
(insert name, principal business address and telephone number of contractor)

3814 NW 126 Avenue , Coral Springs, FL 33065 , 954-775-7767

as Principal and The Gray Insurance Company
PO Box 6202 , Metairie, LA 70009-6202, 504-888-7790
(insert name principal business address and telephone number of surety)

as Surety, are bound to Village of Palm Springs
226 Cypress Lane, Palm Springs, FL 33461 561-582-8400 Bid No. 2022B-009
(insert name, principal address and telephone number of owner of the property or contracting public entity and its contract number), herein called the Owner, in the sum of $ 380,200.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contracted dated _____, between Principal and Owner for construction of R.L. Pratt Water Treatment Plant Generator Replacement Project

5618 Basil Drive West Palm Beach, FL 33415
(insert legal description, street address of the property being improved, and general description of the improvement)

the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on _____.

PRINCIPAL:

All Florida Contracting Services, LLC

By: Michael Cox

Michael Cox
Printed Name

President
Printed Title

SURETY:

The Gray Insurance Company

By: Teresa L. Durham

Teresa L. Durham
Printed Name

Attorney-in-Fact & Florida Licensed Resident Agent*
Printed Title

*Inquiries 407-786-7770

STATE OF FL
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of July, 2022 by Michael Cox as President (title) of All Florida Contracting Services (name of corporation), a Florida (State) corporation, on behalf of the corporation. He/She [please check as applicable] /✓/ is personally known to me, or has produced /_____/ his/her _____ (state) driver's license, or /_____/ his/her _____ (type of identification) as identification.

Notary Public State of Florida
Tara Hom
My Commission
HH 246142
Exp. 6/7/2026

Tara Hom
(Signature)

Tara Hom
(Printed Name)

NOTARY PUBLIC, STATE OF Florida

6-7-26
(Commission Expiration Date)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th day of July, 2022 by Teresa L. Durham (name), as Attorney-in-Fact (title) of The Gray Insurance Company (name of corporation), a LA (State) corporation, on behalf of the corporation. She is personally known to me.

Notary Public State of Florida
Lisa Ann Roseland
My Commission
HH 231142
Exp. 3/25/2026

Lisa Ann Roseland
(Signature)

Lisa Ann Roseland
(Printed Name)

NOTARY PUBLIC, STATE OF FLORIDA

03/25/2026
(Commission Expiration Date)

Florida Surety Bonds
07/18/2022 14:49 1851360011748

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS56000389 **Principal:** All Florida Contracting Services, LLC

Project: R.L. Pratt Water Treatment Plant Generator Replacement Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

NOTICE TO PROCEED

Owner:	Village of Palm Springs	Owner's Task Order No.:	296
Contractor:	All Florida Contracting Services, LLC	Project Bid No. (ITB #):	2022B-009
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:	
Project:	RL Pratt Water Treatment Plant Generator Replacement Project		

Effective Date of Contract: July 7th, 2022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on October 5th, 2022.

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 May 3, 2023, and the date of readiness for final payment is June 2, 2023.

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

Receipt and approval of preconstruction video
Palm Beach County Building Permit
Shop Drawing Approvals as necessary
Submittal of progress schedule
And all other requirements indicated in this Contract

Owner:

Digitally signed by Walt Sanchez
Date: 2023.11.14 13:58:28 -05'00'

Authorized Signature

By: **Walt Sanchez**

Title: **Project Manager**

Date Issued: **11/14/2023**

Copy: Stephen Fowler, P.E. – HCE

Pantropic Power Inc.
8205 NW 58TH Street
Miami, FL 33166

November 15, 2023

All Florida Contracting Services
3814 NW 126th Avenue
Coral Springs, FL 33065

Re: Village of Palm Springs, RL Pratt Water Treatment Plant

Please be informed that the generator for the RL Pratt WTP was delayed and had a long lead time from Caterpillar's factory due to component shortages. The COVID-19 Pandemic has disrupted the supply chain for many industries, and unfortunately, the lead time for the Caterpillar Model C15 was adversely impacted. Caterpillar Power Systems builds their generators to strict UL and ISO standards and will continue to keep Quality Control as a top priority through these challenging times.

As previously communicated, our current estimated onsite date is **November 16, 2023**.

Please let me know if you have any additional questions.

Sincerely,

Rafael Semper

Rafael Semper
Project Engineer
Pantropic Power Inc.
Mob. 786-236-2141

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Public Works

ITEM #16: Approve of RFP 2023R-001 Solid Waste and Recycling Collection Services.

SUMMARY: The Village of Palm Springs must select a vendor to provide Solid Waste and Recycling Collection Services throughout the Village as the current contract expires March 2024. The new agreement will begin on April 1st, 2024 and will be for five (5) years with one (1) renewal option of three (3) years. The selected vendor will maintain current collection services for Village Single-Family, Multi-family, and Commercial accounts two times each week and once-a-week for vegetation waste, bulk items, and recycling.

The contractor will pay the Village a five percent (5%) franchise fee which shall be deducted from monthly bills. The contractor will also promote recycling through educational and promotional programs for recycling, and participate in at least two (2) promotional programs within the Village annually. This shall include promotional materials, educational curriculum for local schools, and events for community participation.

To ensure the selection of the best-suited vendor, the Village issued a Request for Proposal (RFP) on August 3, 2023, for Solid Waste and Recycling Collection Services throughout the Village. The Village utilized a Competitive Selection Purchase process under Section 58-5, Competitive Selection Purchase Requirements of the Village Code - Solid Waste and Recycling Collection Service (RFP No. 2023R-001 - September 5, 2023).

Interested solicitors were required to attend a mandatory pre-bid conference at Village Hall on August 17, 2023.

On September 8, 2023, at 4:00 p.m. Local Time, RFPs were required to get submitted for consideration. There were two (2) proposals received.

Vendor	Total Bid
Waste Pro USA	$ 1,816,941.96
Waste Management	$ 2,620,198.40

The Village Manager appointed six (6) members to the Solid Waste and Recycling Collection Service Selection Committee. The Committee included representatives from the Public Works Department, Utilities Department, Parks & Recreations, Code Enforcement, and Human Resources.

Note: The Utilities Department did not participate in the evaluation process due to an emergency.

The Selection Committee met on October 18, 2023, to review each proposal, and recommend the best proposer. Each company's proposal was evaluated and scored based on the letter of interest, qualifications, methodology, transition plan, price, and references. After reviewing the two (2) proposals received, the Committee selected Waste Pro.

The Village Attorney prepared a proposed agreement for Solid Waste and Recycling Collection Services. The Assistant Village Manager, Assistant Public Works Director, and Public Works Supervisor have reviewed the agreement and requested approval from the Council.

Within the Fiscal Year 2024 Budget - Sanitation & Recycling Fund, the Village Council approved $1,726,946.00 in funding for these ongoing contractual services.

If approved, the Village would accept Waste Pro's terms, conditions, and pricing under the submitted RFP package and the proposed agreement. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

FISCAL IMPACT:

Funding to support the Solid Waste and Recycling Collection Services Agreement proposal is available within the FY 2024 Budget - Sanitation & Recycling Fund.

ATTACHMENTS:

1. Proposed Franchise Agreement
2. Exhibit A- Scope of Services
3. Exhibit B- Garbage & Recycling Collection Schedule (Map)
4. Exhibit C- Village Buildings
5. RFP 2023R-001 Advertisement
6. RFP 2023R-001 Proposal Packet
7. RFP 2023R-001 Bid Selection Committe Scores
8. Waste Pro Bid Proposal

SOLID WASTE AND RECYCLING COLLECTION SERVICES
FRANCHISE AGREEMENT

THIS AGREEMENT ("Agreement"), effective this _____ day of _____, 202__, by and between the Village of Palm Springs, Florida, a Florida municipal corporation ("Village"), and _____, a _____, with its principal place of business at _____ ("Contractor").

WHEREAS, in accordance with Chapter 62 of the Village Code of Ordinances, the Village solicited competitive proposals by RFP #2023R-001 to grant a solid waste, recycling, and vegetative waste collection franchise ("RFP"); and

WHEREAS, the Village Council has determined that the Contractor meets the requirements as set forth in Chapter 62 of the Village Code of Ordinances and in the RFP to be awarded the exclusive franchise; and

WHEREAS, the Contractor desires to provide the requested services to the Village subject to the terms and conditions of this Agreement; and

WHEREAS, the Village finds that granting a franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare.

NOW, THEREFORE, for and in consideration of the mutual obligations and representations contained herein, the parties agree as follows:

1. GRANT OF FRANCHISE
   In accordance with Chapter 62 of the Village Code of Ordinances, the Village hereby grants Contractor the exclusive franchise for the collection of solid waste, recyclables, and vegetative waste within the Village, including the exclusive right to collect, remove, and dispose of the same.

2. TERM; CONTRACT DOCUMENTS

   2.1 The Term of this Agreement shall be for a period of five (5) years beginning _____, 2024 and terminating _____, 2029. The contractor shall commence collection services on April 1, 2024.

   2.2 This Agreement may be renewed by mutual agreement of the parties for one (1) additional three (3) year period. The Contractor must notify the Village of its desire to renew the Agreement on or before _____ of the last year of the Term and any Renewal Term, and the Village will respond to the request for renewal no later than June 1 of the same year.

2.3 This Agreement shall consist of the following Contract Documents: (a) this Agreement and all exhibits or attachments thereto; (b) any addenda, or amendments to the agreement; (c) the Request for Proposals ("RFP"), including any addenda thereto; and (d) Contractor's response to the RFP, including all attachments or exhibits thereto.

In the event of a conflict between or among the Contract Documents, the order of precedence shall be as follows: (a) any amendments or addenda to the Agreement; (b) the Agreement; (c) the RFP; and (d) Contractors' response to the RFP.

3. DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section. The definitions contained in this Section shall be used when interpreting this Agreement. If a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the conflict between the two definitions.

3.1 Bulk Trash shall mean any item of Solid Waste which cannot be containerized or bagged or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances; household goods and furniture. Bulk Trash shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Trash.

3.2 Collection shall mean the process whereby Solid Waste, Vegetative Waste, or Recyclable Material is removed and transported to a Designated Facility.

3.3 Designated Facility shall mean a disposal, processing, recovery, recycling, or transfer facility designated by the Village for the recycling or disposal of Solid Waste, Vegetative Waste or Recyclable Material collected pursuant to this Agreement.

3.4 Disposal Costs shall mean the "tipping fees" or landfill costs charged to the Contractor by others for disposal at a Designated Facility of Solid Waste, Vegetative Waste, or Recyclable Material collected by the Contractor pursuant to this Agreement.

3.5 Garbage shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with Garbage in the same collection.

3.6 Hazardous Waste shall mean Solid Waste items defined by the State of Florida Department of Environmental Regulation as hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state, or local law.

3.7 Recyclable Materials shall mean newspapers (including inserts), aluminum, aluminum foil, plastic containers, glass bottles and jars, aseptic containers, corrugated cardboard, brown paper bags, Mixed Paper, tin and ferrous cans, household dry-cell batteries (no wet-cell batteries), and other Solid Waste items agreed to by the Village and the Contractor.

3.8 Solid Waste shall mean any Trash, Bulk Trash, Garbage, and other discarded matter, excluding Recyclable Materials and Vegetative Waste. Solid Waste shall not include Hazardous Waste or Biohazardous or Biomedical Waste.

3.9 Village Facilities shall mean any and all property owned, leased, rented, or operated by the Village.

3.10 Trash shall mean all refuse, accumulation of paper, excelsior, rages, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices, and other commercial businesses, but shall not include Vegetative Waste or Recyclable Materials.

3.11 Vegetative waste shall mean any vegetative matter resulting from yard and landscaping maintenance and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches, and similar other matter usually produced as refuse in the care of lawns, landscaping, and yards. Vegetative Waste does not include any form of matter or debris resulting from tree removal, land clearing, land development, or waste generated by tree surgeons, landscapers, or lawn maintenance services.

4. DESCRIPTION OF WORK

4.1. Contractor will furnish residential, multi-family, and commercial garbage collection services to the Village on a twice (2) weekly basis; vegetative waste, bulk items, and recycling collection on a once-a-week scheduled basis. The Village will provide a recommended pick-up schedule. If the contractor is unable to fulfill the request, the contractor must provide reasoning and an alternate schedule. The contractor shall store, purchase, maintain, deliver, repair, and replace all cans, dumpsters, and containers as required.

4.2 SERVICE AREA

The service area shall be the area shown in Exhibit “B,” attached hereto and incorporated herein by reference.

4.3 FRANCHISE FEE

Contractor will pay the Village a five percent (5%) franchise fee; which franchise fee shall be calculated as five percent (5%) of the Contractor's net billing revenue (gross collections less disposal costs) under this Proposal. The Curbside Residential portion of the franchise fee will be deducted from the monthly bill; and the portion of the franchise fee for Residential dumpster, Commercial, and Roll-off revenue shall be paid to the Village on a quarterly basis.

4.4 HOLIDAY SCHEDULE

There will be no collection on Thanksgiving Day, Christmas Day, and/or New Year's Day. The collection will resume on the next scheduled day. All collections will be suspended during a public emergency, disaster, hurricane, flood, and/or other acts of nature.

4.5 VILLAGE BUILDINGS

During the term of the Agreement, the Contractor agrees to pick up all garbage, trash, vegetative waste, and recyclable materials from all Village-owned, leased, and/or controlled property, including but not limited to the Village Complex (one Collection Container for three buildings), Village Parks, R.L. Pratt Water Plant, Main Water Plant, Village Parks, Maintenance Building, and Recreation Maintenance Compound, at no cost to the Village.

4.6 PROPERTY DAMAGE

The Contractor agrees to repair or replace all property, public or private, altered or damaged by his agents and/or employees, in the performance of the Agreement, in as good a condition as it was before being altered or damaged. It is further understood and agreed by and between the parties that, if the Contractor shall fail or refuse to pay any claim or claims arising out of the damage to property of any owner or tenant in the Village, the Village may, upon being satisfied with the validity of said charges, deduct the same from the next payment or payments to become due to said Contractor and pay the same to the claimant or, in the alternative, at the sole election of the Village, call on the performance bond provided under Section 5.1 to pay said claim or claims as provided for herein.

4.7 CONTRACTOR'S SAFETY PROGRAM

4.7.1 The Contractor shall develop, implement, and maintain a written safety plan for all of its operations under the Agreement. The safety plan shall comply with all OSHA requirements and other applicable laws. A written copy and an electronic copy of the safety plans shall be provided to the Village for informational purposes. The Village's receipt of the safety plan shall not constitute the Village's approval of the plan or the Village's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

4.7.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.

4.7.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all applicable laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Village upon request.

4.7.4 The Contractor shall follow all OSHA regulations and applicable laws regarding personal protective equipment.

4.7.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.

4.7.6 The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.

4.7.7 The Contractor shall regularly update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Village with the Contractor's annual report, pursuant to Section 4.22, below.

4.8 LITTER

The Contractor shall use best efforts not to litter premises in the process of making collections. It shall be the responsibility of the Contractor to make sure that the size of the container and frequency of collection is adequate for waste material deposited in the container or to be picked up as bulk trash when such waste material cannot be accommodated by the approved container.

4.9 HAULING

The contractor must have an infield supervisor during operating hours of all routes and schedules. The Contractor shall, to the extent feasible, make sure that all solid waste hauled by the Contractor shall be so contained, or enclosed such that leaking, spilling, or blowing is prevented. In the event of any spillage, the Contractor shall immediately clean up the litter or other spillage. The Village is to be notified of any leaking, spilling, or blowing that has occurred which has altered or damaged the property of the Village, any owner, or tenant in the Village. Spillage of any substance is required to be cleaned up in accordance with the Palm Beach County Health Department. Additionally, in the event of such failure to clean up spillage, the Village retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.

4.10 HAZARDOUS WASTE

Nothing in the Agreement shall require and Proposer shall not collect for disposal of any material which is hazardous in nature as that term is used in any applicable law, rule, or regulation, pursuant to Section 4.17.7, below.

4.11 APPROVED CONTAINERS

Amounts and types of solid waste placed in containers for collection are to be stored in standard manufactured type mechanically serviced containers, compatible with the Contractor's servicing equipment and subject to government regulation when such containers are provided to the residents by the Contractor. Use of the approved containers will be the principal and preferred method of disposing of solid waste; however, the Contractor will provide for overflow or bulk trash pickup of waste material which cannot be accommodated in the approved containers. Such overflow or bulk trash pickup must, at the minimum, include regular scheduling around holiday dates referenced in Section 4.4 to accommodate anticipated increases in the amount of waste material generated during these holidays. The Village retains the right to disapprove the containers furnished by the Contractor if those containers are unsightly, unsafe, or experience mechanical difficulties as determined in the sole opinion of the Village Manager or his designee. Containers shall be maintained in good repair and appearance and kept in a sanitary condition at all times.

4.12 COLLECTION EQUIPMENT

The Contractor shall provide an adequate number of vehicles, as approved by the Village for regular collection services. They shall be kept in good repair, appearance, and in sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor. Collection vehicles shall be equipped with a 3rd eye camera system or similar system. The Contractor shall provide Village-approved containers in a standard 95 or 96-gallon size for Curbside Residential Service and may do so in phases as approved by the Village. However, if any residential customer specifically requests a 60-gallon-sized container, the Village shall be notified. Contractor shall certify to the Village within 60 days after the commencement of each franchise year the nature and quantity of vehicles and equipment on hand and available for regular collection services and backup in the event of any breakdowns.

4.13 ROUTES AND SCHEDULES

Routes and schedules of commercial collection shall be subject to acceptance by the Village. The Contractor shall adopt the Village's current route and schedule for Residential and Multi-Family residences. The collection will be conducted on Operating Days, Monday through Friday, except Holidays, from the Commencement Day until the Agreement expires or terminates. Routes will not be modified without the approval of the Village Council. If the contractor is unable to fulfill this requirement, an alternate route and schedule must be provided within the proposal package. The current Village route and schedule:

	NORTH OF CANAL 10	SOUTH OF CANAL 10
Yard	Monday	Tuesday
Recycling	Monday	Tuesday
Garbage	Monday & Thursday	Tuesday & Friday
Bulk	Thursday	Friday

All collection to start at 7:00 A.M.

4.14 OFFICE

The Contractor shall maintain an office where complaints shall be received. It shall have responsible persons in charge during collection hours and shall be open during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following business day. The Contractor shall provide a contact person for the Village to reach during all non-office hours. The contact person must have the ability to authorize Contractor operations in the case of the Village's direction or situations requiring immediate attention.

4.15 CONTRACTOR 'S TRANSITION PLAN

The Contractor shall ensure that the Customers and the Village do not experience any delay or disruption in service when the Contractor begins to provide its services under the Agreement on the Commencement Date. The Contractor shall prepare and provide the Administrator with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services in compliance with the Agreement on and after the Commencement Date. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for the Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection vehicles and Mechanical Containers that the Contractor will need to have in stock at its local equipment yard before the Commencement Date; (b) how and when the Contractor will provide its Mechanical Containers to the Customers; (c) how the Contractor will provide additional personnel, vehicles, and containers to serve the Village if the Contractor needs additional resources on or after the Commencement Date. The Transition Plan is subject to approval by the Village. If requested, the Contractor shall revise the plan within twenty (20) calendar days and resubmit the plan for the Village Manager's approval.

4.16 DEADLINES FOR CONTRACTOR'S TRANSITION PLANNING

The transition period shall begin upon execution of the agreement. The awarded contractor will be required to participate in a Transition Team that will include the contractor and

Village staff. Transition Team meetings will begin within one (1) week after the agreement is executed and continue as the Village deems necessary. Transition meetings are mandatory. The Awarded contractor shall participate in the development of a Transition Plan which will address all necessary activities required to ensure a seamless start and end of management services. The Contractor shall address the following performance requirements in the Transition Plan and shall accomplish these requirements no later than the following deadlines:

4.16.1 Within two weeks after the Effective Date, the Contractor and Village shall meet and discuss the concepts to be addressed in the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.

4.16.2 On or before _____ [To Be Determined ("TBD"); approximately 3 weeks after the Effective Date], the Contractor shall provide the Village with a Collection Plan, pursuant to Section 4, which shall be subject to the approval of the Village Manager.

4.16.3 On or before _____ [TBD; approximately 4 weeks after the Effective Date], the Contractor shall provide the Village with its Transition Plan.

4.16.4 On or before _____ [TBD; approximately 5 weeks after the Effective Date], the Contractor shall provide the Village with documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to the Contractor's equipment yard no later than _____ [TBD; approximately 6 weeks before the Commencement Date].

4.16.5 On or before _____ [TBD; approximately 8 weeks after the Effective Date], the Contractor shall provide the Village with a preliminary plan for the distribution of all Collection Containers that will be provide to (1) one Commercial Customers and (2) two Customers in Multi-Family Dwellings that will receive Collection Service with Mechanical Containers. This plan shall describe how the delivery of the Contractor's Collection Containers will be coordinated with the removal of the Collection Containers currently being used by the Commercial Customers and Multi-Family Dwellings. The plan also shall describe how Garbage Carts will be delivered to Residential Customers, if applicable.

4.16.6 On or before _____ [TBD; approximately 8 weeks before the Commencement Date], the Contractor shall provide the Village with: (1) an updated and detailed plan concerning the distribution of all Mechanical Containers and Garbage Carts, as described in Section 4.11 above; (2) a written safety plan covering all aspects of the Contractor's operations under the Agreement, in compliance with the requirements Section 4.7, above; (3) a Contingency Plan, pursuant to Section 4.18, below; (4) a copy of the standard form contract that the Contractor intends to use with

Commercial Customers, as well as Multi-Family Dwellings that use a Mechanical Container, pursuant to Section 6.2, below.

4.16.7 On or before _____ [TBD; approximately 7 weeks before the Commencement Date], the Contractor shall provide the Village with electronic (digital) copies of the notices, brochures, and informational material the Contractor intends to provide to Customers concerning the Collections Services it will provide under the Agreement. The notices, brochures, and informational materials shall be subject to the Village's approval and shall be delivered in compliance with the Transition Plan.

4.16.8 On or before _____ [TBD; approximately 7 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that the Contractor has delivered the Village-approved notices, brochures, and informational materials to all Residential customers, and Commercial and Multi-Family dwellings, in compliance with the requirements and deadlines in the Agreement.

4.16.9 On or before _____ [TBD; approximately 4 weeks before the Commencement Date], the Contractor and the Village shall meet and discuss the status of the Contractor's Transition Plan and its implementation. On or before this deadline, the Contractor also shall demonstrate that its computer systems are fully operational and capable of tracking complaints and service requests in compliance with the requirements in Section 4.17, below.

4.16.10 On or before _____ [TBD; approximately 4 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that: all of the vehicles and equipment necessary to provide Collection Service, were delivered to the Contractor's equipment yard in compliance with the deadline in Section 4.16.4, above.

4.16.11 On or before _____ [TBD; approximately 3 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of the Agreement.

4.16.12 On or before _____ [TBD; approximately 3 weeks before the Commencement Date], Contractor shall provide the Village with (1) a vehicle list that shows the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle; and (2) a list that shows the identification number and capacity of each Mechanical Container that will be used by the Contractor under the Agreement.

4.16.13 On or before _____ [TBD; approximately 2 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that: (1)

the Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in the Agreement; (2) all of the Contractor's drivers have inspected their Routes for providing Collection Service; (3) all of the Contractor's drivers have confirmed their ability to complete their Routes on time on the Scheduled Collection Days.

4.16.14 On or before _____ [TBD; approximately 5 days before the Commencement Date], the Contractor shall confirm in writing to the Village that it has delivered all of the Collection Containers needed to provide Collection Service in compliance with the Agreement to (1) Commercial Customers; (2) Multi-Family Dwellings that use Mechanical Containers; (3) the Village's facilities and properties identified in Section 4.5; and (4) Residential Customers that use Garbage Carts.

4.17 COMPLAINTS

The Contractor must have in place an effective complaint-handling software system. The software system must be able to track, issue, receive, request, retain, and report all Village resident complaints. Contractor must meet with Village staff on a quarterly basis to discuss and resolve outstanding complaints and/or other issues. The Village may ask to meet with the Contractor, or vice versa, as needed.

4.17.1 Legitimate Complaint, or service complaint, shall mean any complaint by a Customer or the Village in a case where one or more of the applicable requirements in the Agreement were not satisfied by the Contractor, as determined by the Village. All service complaints or Legitimate Complaints received by the Contractor shall be directed to the Village Manager or his/her designee. For those complaints received by the Village, the complaint will be forwarded to the Contractor through the complaint-handling software system. The complaint, whether received by the Village or by the Contractor, shall be resolved no later than 3:00 p.m. the next business day after it is received by the Contractor. If a complaint cannot be resolved by 3:00 p.m. on the next business day following the scheduled collection day, the Village Manager or his/her designee shall be notified of the reason for the non-resolution of the complaint. When the complaint is received on a non-business day, it shall be resolved by the Contractor no later than the next business day.

4.17.2 Contractor shall investigate and provide the Village Manager or his/her designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Village Manager or his/her designee will consider all documentation provided and make a final determination of party responsibility. If Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) business days, with the exception of mailboxes and containers, which shall be repaired or replaced within three (3) business days. In

the case of an unresolved dispute, the Village Manager's or his/her designee's decision shall be final.

4.17.3 Contractor shall also provide any video from its 3rd eye camera system (truck mounted), or similar system, located on the vehicles when requested by the Village Manager or his/her designee. The Village shall levy as liquidated damages in the amount of $200.00 per incident to reimburse the Village for the cost of receiving, logging, investigating, and following up on the complaint.

Complaint Type	Annual #	Monthly #
Garbage, Trash, and Damage	300	30
Recycling	200	20
Vegetative Waste	200	20

4.17.4 The Village shall be notified of any temporary changes or modifications of routes and/or schedule. The Village must approve any temporary changes or modifications of routes and/or schedules if exceeding five (5) business days.

4.17.5 Changing routes and/or starting or completing routes within the time frames outlined in the proposal, including the starting point of a route, without approval from the Village or notification to the Village will result in liquidated damages of $2,000.00 per incident to reimburse the Village for the costs of managing the service disruption, including cost of receiving, logging, investigating, and following up on customer complaints, communicating with the Contractor, and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of the Agreement at no cost to the Village or customer.

4.17.6 Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of $2,500.00 per day, per incident to compensate the Village for the cost of receiving, logging, investigating and following up on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Village retains the right to perform or contract for the performance of such clean-up and assess Contractor for all costs incurred.

4.17.7 The Contractor shall place a Non-Collection Notice on a Customer’s Collection Container, or vegetative waste pile if the Contractor decides that the Contractor will not collect the Customers waste because the waste was not set out in compliance with the schedule. If the Contractor does not place a Non-Collection Notice on the Customer’s Collection Container and fails to collect the materials in the Customer’s Collection Container, the Village may require the Contractor to return to the Customer’s Premises promptly and collect the waste. If Contractor finds that Residential or Commercial Waste contains Hazardous Waste, the Contractor shall place a Non-Collection Notice

on the container or improper waste, and immediately notify the Village. The Contractor is responsible to inform the Village of any Non-Collection. Each Non-Collection shall be completed by 10:00 a.m. of the next business day before the regularly scheduled collection day. Failure to collect Non-Collection waste by 10:00 a.m. the next business day as required will result in a $1,000.00 assessment for each route/community not completed.

4.17.8 The Village Manager or designee may deduct any charges from payments due or to become due to Contractor. In the event the Contractor fails to repair damages as a result of the contractor's equipment failure or negligence within the time provided within this proposal, the Village Manager or designee may arrange for the repairs and assess the Contractor for the cost of repairs and any applicable administrative charges. The Village Manager or his/her designee may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in connection with this Proposal and shall at the end of each month during the term of the Agreement notify Contractor in writing of the charges assessed and the basis for each assessment. In the event Contractor wishes to contest such assessment it shall, within five (5) business days after receiving such monthly notice, request in writing an opportunity to be heard by the Village Council and present its defense to such assessment. Notwithstanding the foregoing, any individual assessment of liquidated damages in an amount greater than or equal to $10,000 shall be imposed only upon the prior approval of the Village Council.

4.17.9 The Village shall notify the Contractor in writing of any action taken with respect to the Contractor's claims and the decision of the Village Council will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision, for review by Writ of Certiorari in accordance with the applicable Florida Appellate Rules.

4.18 CONTINGENCY PLAN

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation disrupts the Contractor's normal operations (e.g. renders the Contractor's operations yard or equipment unusable, or prevents the Contractor's drivers from reporting for work). The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Village in compliance with the schedule in Section 4.16.6. The Contingency Plan shall be updated annually and resubmitted to the Village (a) with the Contractor's Annual Report and (b) within ten (10) Operating Days after the plan is revised by the Contractor. The Village shall have the right, but not the obligation, to approve the Contingency Plan and all revisions to the plan.

4.19 RECORD KEEPING AND REPORTING

4.19.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in the Agreement. The Contractor's records shall be accurate, well-organized, and up-to-date at all times. The Contractor's records concerning its performance under the Agreement shall be kept in the Contractor's local office, or in another location approved by the Village throughout the term of the Agreement. Following the expiration or termination of the Agreement, the contractor shall retain all such records for at least seven (7) years or the Contractor shall provide digital copies of the records to the Village.

4.19.2 The Contractor shall prepare and maintain records, reports, and other information in compliance with the requirements in the Agreement and consistent with generally accepted management practices and principles. All of the Contractor's reports to the Village shall be submitted in an electronic (digital) format that is compatible with the Village's software (currently Microsoft). Hard copies also shall be provided, if requested by the Village or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Village's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

4.19.3 All of the Contractor's records shall be maintained in an electronic database. The database shall be available for inspection by the Village at any time during normal business hours. Upon request, the information in the logs shall be provided to the Village online (e.g., via email) within five (5) Operating Days.

4.20 SPECIFIC RECORD-KEEPING REQUIREMENTS

4.20.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services), if any, for which the Customer paid a fee directly to the Contractor. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the Village. The Contractor shall summarize its records in a log.

4.20.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the Service Area, including the materials collected for the Village. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as

documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. The records shall be summarized in a log.

4.20.3 Recyclable Materials Log – The Contractor shall maintain records and a log of concerning all of the Source Separated Recyclable Materials it collects in the Service Area, including the materials collected for the Village. The records shall identify the amount of Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

4.20.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

4.20.5 Non-Collection Notice Log – Upon request, the Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer ‘s street address; and the reason for the Non-Collection Notice.

4.20.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The shall include: the date and time when the Contractor was notified by the Village or Customer; the Customer’s street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.

4.20.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; the names of any persons who witnessed the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

4.20.8 Cart Log – The Contractor shall maintain records and a log concerning the Garbage Carts, Yard Waste Carts, and Recycling Bins that are provided by the Contractor pursuant to the Agreement. At a minimum, the log shall identify: the number of carts and the number of Recycling Bins provided to the Village and Customers each Operating Month; the size and type (e.g., Yard Waste Cart) of each

cart delivered to the Village or a Customer; the identification (serial) number of each cart; and the location where each cart and each bin is delivered to the Village or a Customer.

4.20.9 GPS Records and Photographs – The Contractor shall maintain records and a log concerning the Global Positioning Systems ("GPS") data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under the Agreement. The Contractor also shall maintain the photographs obtained from the video-camera system mounted on the Collection vehicles. The Contractor shall maintain the GPS logs, photographs, and related records for each Collection vehicle for at least thirty (30) days after the GPS data and photographs were created.

4.21 QUARTERLY REPORT

4.21.1 The Contractor shall submit a quarterly report to the Village no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15) during each Operating Year. The report shall be submitted electronically (digitally) via e-mail. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste, Yard Waste) delivered to each Designated Facility pursuant to the Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility; (c) the amount of Solid Waste and Source Separated Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Legitimate Complaints; (g) the total number of Garbage Carts and Yard Waste Carts delivered to the Village; and (h) the total number of Garbage Carts and Yard Waste Carts delivered to Residential Customers by the Contractor. The quarterly report also shall include the Contractor's records for its monthly billings to each Multi-Family Dwelling that uses Mechanical Containers.

4.21.2 Upon request, the quarterly report shall include any information that is needed by the Village to comply with the Village's reporting obligations under Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.

4.21.3 Whenever the Contractor submits a quarterly report to the Village, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify in each quarterly report that (a) all of the Solid Waste and Source Separated Recyclable Material collected by the Contractor under the Agreement has been delivered to a Designated Facility, and (b) the Contractor's quarterly report accurately accounts for all such deliveries.

4.22 ANNUAL REPORT

The Contractor shall submit an annual report to the Administrator no later than sixty (60) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under the Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of the Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 4.22 herein. The first annual report shall be submitted to the Village on or before April 1, 2025.

4.23 ACCIDENT REPORTS

The Contractor shall notify the Administrator of all OSHA reportable events and serious accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under the Agreement and: (a) result in personal injuries, or damage to public or private property that exceeds Five Hundred Dollars ($500) in value; or (b) require notification to OSHA or another regulatory agency under Applicable Laws. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Administrator within one (1) Operating Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Operating Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, the names of any persons who witnessed the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

4.24 VILLAGE'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services and shall cooperate with the Village in providing access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Contractor's place of business. In addition to the information explicitly required by the Agreement, the Contractor shall promptly provide any information regarding the services provided by the Contractor under the Agreement that the Village or the Contractor deems relevant under the circumstances.

4.25 ADDITIONAL SERVICES

Collection of construction debris and similar material shall be provided by Contractor with roll-off container service or clam shell truck service by a separate agreement with the private residential or commercial customers affected at the rates set forth on the Price

Schedule Proposal Form. If additional service is requested by Village, as opposed to a private party, the Agreement may be modified by mutual consent of the parties.

The Village agrees to assist Contractor with the enforcement of Contractor's exclusive right, granted hereunder, to collect construction debris within the corporate limits of the Village, by implementing the following procedures:

a) Any applicant for a building permit shall be required to designate the Contractor, on the building permit application form, as its service provider for the collection of construction debris;

b) Any holder of a building permit shall be required to maintain, on the construction site, only roll-off containers or dumpsters supplied by the Contractor for the collection of construction debris, except as provided for and set forth at Sec.403. 7046, Florida Statutes;

c) Any construction site inspections performed by the Village Planning, Building & Zoning Department shall require verification by the Building Department Inspector that there are only roll-off containers or dumpsters supplied by the Contractor for the collection of construction debris; and

d) Any finding by a Building Inspector on non-compliance with this section by the holder of a building permit shall cause the Building Department to issue a "stop work" order on the construction site until compliance occurs herewith.

5. GENERAL REQUIREMENTS.

5.1 BONDING REQUIREMENT

The Contractor must supply within the submitted Proposal a Bonding Affidavit certifying bonding capacity. The Contractor shall furnish to the Village an irrevocable, annually renewable, Performance Bond for the faithful performance of the Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of One Million Dollars ($1,000,000). The Performance Bond shall be issued by a surety Contractor that is licensed to do business in the State of Florida and that is acceptable to the Village. At a minimum, the surety Contractor shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days prior notice to the Village. The Contractor shall furnish the Performance Bond to the Village Attorney at least five (5) calendar days before the Effective Date.

5.1.1 Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 5.1 shall not relieve the Contractor of

liability under the default and termination provisions set forth in the Agreement or from any other liability resulting from any breach of the Agreement. The Performance bond may be "called" (drawn upon) and used if there is any uncured default or breach of the Agreement by the Contractor. Calling or drawing upon the Performance Bond shall not restrict or preclude the use of any other remedies available to the Village against the Contractor for breach, default, or damages.

5.1.2 In the event of a strike of employees of the Contractor or any other labor dispute which make the performance of the Agreement by the Contractor substantially impossible, the Village shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. In such cases, the Village shall have the right to engage another Person to provide necessary Collection Services.

5.2 INSURANCE. During the term of this Agreement and any renewals and extensions thereof, the Contractor, at its sole cost and expense, shall procure, maintain, and provide the Village with certificates of insurance as evidence of the insurance required under this Section. Each policy shall apply as primary, include a waiver of subrogation, and name the Village as additional insured. The Additional Insured endorsement shall read Village of Palm Springs, including, all Officers, Employees, Elected and Appointed Committees, and Council members are endorsed as an additional insured. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the Village.

5.2.1 Workers' Compensation and Employers Liability coverage applies to all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than $1,000,000 for each accident, $1,000,000 for each employee for disease, and $1,000,000 for disease aggregate.

5.2.2 Commercial General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this Agreement. Such coverage shall include, but not be limited to, Premises/Operations, Products/Completed Operations, Contractual and Fire Legal Liability coverage.

5.2.3 Comprehensive Automobile Liability coverage at a limit of liability not less than $1,000,000 per occurrence and $2,000,000 in the aggregate combined single limit for bodily injury liability and property damage liability for all owned, non-owned, and hired automobiles.

5.2.4 Pollution Liability Insurance in an amount not less than $1,000,000 per claim.

5.2.5 For each policy required in this Section, the Contractor agrees to provide Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement

shall not apply to any policy, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should enter into such an agreement on a pre-loss basis.

5.3 INDEMNIFICATION. 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.

5.3.1 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.

5.3.2 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 Statues. 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.

6. COMPENSATION.

6.1 CURBSIDE RESIDENTIAL RATES AND FEES

The Village shall pay to Contractor an established rate per month per residential unit picked up curbside which shall hereafter be known as "Curbside Residential" service. No charges and/or fees other than those specifically set forth on the Price Schedule Proposal Form may be collected. For all new construction, billing shall commence on the first day of the month following the issuance of the certificate of occupancy by the Village. Should any unit be demolished, the billing for such unit shall cease as of the end of the month in which the demolition occurs.

6.2 COMMERCIAL AND RESIDENTIAL DUMPSTER RATES AND FEES

Each commercial establishment as well as residential units utilizing Residential Dumpster service (5 units or more) shall contract with Contractor individually; however, the rates shall be as set forth on the Price Schedule Proposal Form and no charges and/or fees other than those specifically set forth on the Price Schedule Proposal Form may be collected. It is understood however, that customers desiring to rent, lease or purchase compactors from Contractor must pay a separate fee directly to Contractor, which fee is not included on the Price Schedule Proposal Form. In the event of a rate dispute, the Village Manager will establish the final rate on a fair and equitable basis for all parties concerned.

6.3 BILLING PROCEDURES AND RATE INCREASE

Billing procedures for the various services provided by Contractor shall be as set forth herein:

Service	**Customer Billed By**
Curbside Residential	Village
Residential Dumpster (5 units or more)	Contractor
Commercial	Contractor
Roll-Off	Contractor

6.3.1 For Curbside Residential service, Contractor shall submit an invoice to the Village on or about the 10th day of each month. Contractor shall be compensated pursuant to the rates set forth in the Price Schedule Proposal Form attached. It is understood that the rates will change from time to time as provided herein; however, it is specifically understood that the Contractor may only charge for such items and at such rates as have been approved by the Village Council. For years two (2) through five (5) of the contract the Contractor may increase the rate based on the annual consumer price index (June to June, All Urban Consumers - US all Items 1982-84=100), annual increase minimum of 3% or CPI (whichever is more) per year for the contract term.

6.4 PAYMENTS

The Village agrees to pay Contractor the first day of each month for the previous month's Curbside Residential services in accordance with the rate schedule in effect at that time as specifically set forth in the Price Schedule Proposal Form.

6.5 FINANCIAL STATEMENT

Each year, after the close of the Contractor's fiscal year, the Contractor shall deliver to the Village a Certified Financial Statement including, at a minimum, a Balance Sheet and an Income Statement representing the financial position and the Results of Operations respectively of the Contractor. The report must include the opinion of a Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting procedures. The contractor will deliver the financial statements to the Village once they are produced in the ordinary course of business.

6.6 DISPOSAL COSTS

Contractor shall pay for all solid waste disposal costs incurred for disposing of solid waste at the approved facilities.

6.6.1 Contractor shall bill disposal charges for commercial accounts (including roll-off service) directly to the customer.

6.6.2 Contractor shall not bill Residential Dumpster or Curbside Residential customers for disposal costs. Such costs will be part of the special assessment billed by the Solid Waste Authority of Palm Beach County. The Contractor shall be given a disposal credit for each residential unit as calculated by the Solid Waste Authority, and shall be paid prorated disposal costs for newly constructed residential units not included in annual SWA residential credit computation pursuant to a procedure established by the Village and Contractor. The newly constructed residential units will pay the prorated disposal costs at the time of the application for issuance of the certificate of occupancy for the newly constructed residential unit.

6.6.3 In the event disposal costs charged to the Contractor for garbage, trash, vegetative waste, construction debris and recyclable materials at approved sites are increased, the rate charged for the collection of the garbage, trash and recyclable materials may be adjusted accordingly upon proof of such increase submitted by the Contractor and upon reasonable notice to the Village and to the customers. Should the Contractor elect to dispose of materials at an approved site other than that operated by the Solid Waste Authority, the Village will not increase fees for disposal costs incurred in excess of those charged by the Solid Waste Authority. The fees or compensation payable to the Contractor for each year of the term hereof shall be adjusted in accordance the Price Schedule Proposal Form on March 1st of each year.

7. MISCELLANEOUS PROVISIONS.

7.1 PUBLIC RECORD. 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 Agreement and following completion of this Agreement if the Auditor does not transfer the records to the Village.

(4) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of Contractor or keep and maintain public records required by the Village to perform the service. If Contractor transfers all public records to the Village upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION KIMBERLY WYNN, VILLAGE CLERK 561-584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

7.2 INSPECTOR GENERAL

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Village to be a material breach of this Agreement justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-

421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

7.3 INDEPENDENT CONTRACTOR

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of the Village. The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of Village.

7.4 PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

7.5 TAXES

The Village is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor are Contractor authorized to use the Village's Tax Exemption Number in securing such materials. Contractor shall be responsible for payment of their own and their share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

7.6 NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally with respect to hiring and employment, without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7.7 SCRUTINIZED COMPANIES

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 Village 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. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Contractor 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 Contractor agrees that if it or any of its

subcontractors' status changes in regard to any certification herein, the Contractor 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.

7.8 E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors to 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 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 Contractor, shall be grounds for the Village to order the Contractor immediately terminate the contract with the subcontractor; and

(g) Be aware that if the Village terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

7.9 NOTICES

Any notices required hereunder shall be in writing and delivered in person, by telecopy, or by certified mail to either party at its business address shown hereinabove.

7.10 TERMINATION

This Agreement may be terminated by the Village for failure of the Contractor to comply with and abide by the covenants and terms of this Agreement, or the failure or refusal of the Contractor to comply with and abide by the rules and regulations adopted and promulgated by the Village. Prior to termination, the Village shall give the Contractor written notice and fifteen (15) days to cure. Should the Contractor fail to provide service under this Agreement for a period of five (5) consecutive scheduled working days or fail to operate the system in a satisfactory manner for a similar period, on the sixth working day, upon request from the Village, the Contractor shall provide its billing records in order for the Village to provide interim services until such time as the matter is resolved and the Contractor is able to resume performance

pursuant to this Agreement. The Contractor, for its failure to perform, shall reimburse the Village for all direct costs of providing interim services under this Agreement. If the Contractor is unable for any cause to resume performance or cure any violation of this Agreement within fifteen (15) calendar days of notice from the Village, the Contractor shall be deemed to have forfeited the Franchise, all liability of the Village to the Contractor under this Agreement shall cease, and the Village shall have the right to perform the terms of the Agreement through its own employees, agents or other parties and proceed against the Contractor's Performance Bond.

7.11 FORCE MAJEURE

The performance of this Agreement may be temporarily suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a force majeure occurrence. "Force Majeure" shall mean:

7.11.1 An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, war, blockade or insurrection, riot, or civil disturbance to the extent that prevailing conditions affirmatively prevent a party from performing in accordance with the terms of this Agreement.

7.11.2 The binding decision of any court of competent jurisdiction, administrative agency, or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) that directly impacts a party's ability to perform in accordance with the terms of this Agreement if such decision is not also the result of the intentional or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such decision nor the failure to so contest shall constitute or be construed as a measure of intentional or negligent action or inaction of such party.

7.11.3 The failure to issue, suspension, termination, interruption, denial, or failure to renew any permit or approval essential to the operation of the Contractor, not resulting from the intentional or negligent actions of the Contractor.

7.11.4 A change in the law that significantly impacts a party's ability to perform in accordance with the terms of this Agreement. A "change in the law" shall include:

(a) The adoption, promulgation or modification, or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule, or binding judicial or administrative ruling that was not adopted, promulgated, modified, or reissued on or before the date of this Agreement; or

(b) The imposition of any material license, registration, notice of intent, or approval after the date of this Agreement.

7.11.5 A change in any federal, State, county, or other tax law or worker's compensation law shall not be a change in the law. In the event that a federal, State, or local entity

imposes a fee, charge, or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall not be treated as a change in the law, but shall obligate the parties to negotiate the impact of such fee, charge or tax pursuant to Section 6.2 and 6.3.

7.12 WAIVER

The waiver of any breach of any provision hereunder by either party shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

7.13 GOVERNING LAW, VENUE, ATTORNEYS FEES, WAIVER OF JURY TRIAL

7.13.1 This Agreement shall be construed in accordance with the laws of the State of Florida.

7.13.2 Venue for all actions hereunder shall be in the court of competent jurisdiction in and for Palm Beach County, Florida.

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

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

7.14 SEVERABILITY

If any paragraph, section, sentence, clause, or phrase contained in this Agreement shall be illegal, null or void or against public policy, for any reason, or be held by any court or administrative body of competent jurisdiction to be illegal, null, or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

7.15 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any oral or written representations, assurances, claims, or disclaimers made either prior to or simultaneous with the execution hereof. This Agreement may be amended only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Agreement on the dates indicated below.

VILLAGE:

Village of Palm Springs, a Florida municipal corporation

Attest:

_____

Kimberly Wynn, Village Clerk

_____

Beverly Smith, Mayor

Date: _____

Approved as to Form and Legal Sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR:

_____

By: _____
Name: _____
Title: _____
Date: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____, 2023, by _____, as the _____ [title] of _____, a _____ authorized to do business in Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

_____
Notary Public Signature
Notary Seal:

EXHIBIT A: SCOPE OF SERVICES/REQUIREMENTS

1. INTRODUCTION

Contractor will furnish residential, multi-family, and commercial garbage collection services to the Village on a twice (2) weekly basis; vegetation waste, bulk items, and recycling collection on a once-a-week scheduled basis. The Village will provide a recommended pick-up schedule. If the contractor is unable to fulfill the request, the contractor must provide reasoning and an alternate schedule. The contractor shall store, purchase, maintain, deliver, repair, and replace all cans, dumpsters, and containers as required.

2. AGREEMENT TERM

The terms of the agreement will be effective upon approval by the Village Council. The selected proposer shall commence collection services on April 1, 2024. The terms of the agreement shall be for a period of five (5) years with a one (1) renewal option of three (3) years.

3. FRANCHISE FEE

Contractor will pay the Village a five percent (5%) franchise fee; which franchise fee shall be calculated as five percent (5%) of the Contractor's net billing revenue (gross collections less disposal costs) under this Proposal. The Curbside Residential portion of the franchise fee will be deducted from the monthly bill; and the portion of the franchise fee for Residential dumpster, Commercial, and Roll-off revenue shall be paid to the Village on a quarterly basis.

4. HOLIDAY SCHEDULE

There will be no collection on Thanksgiving Day, Christmas Day, and/or New Year's Day. The collection will resume on the next scheduled day. All collections will be suspended during a public emergency, disaster, hurricane, flood, and/or other acts of nature.

5. VILLAGE BUILDINGS

During the term of the Agreement, the Contractor agrees to pick up all garbage, trash, vegetation waste, and recyclable materials from all Village-owned, leased, and/or controlled property, including but not limited to the Village Complex (one Collection Container for three buildings), Village Parks, R.L. Pratt Water Plant, Main Water Plant, Village Parks, Maintenance Building, and Recreation Maintenance Compound, at no cost to the Village. The location of Village Buildings can be found in Exhibit C of this proposal.

6. PROPERTY DAMAGE

The Contractor agrees to repair or replace all property, public or private, altered or damaged by his agents and/or employees, in the performance of the Agreement, in as good a condition as it was before being altered or damaged. It is further understood and agreed by and between the parties that, if the Contractor shall fail or refuse to pay any claim or claims arising out of the damage to property of any owner or tenant in the Village, the Village may, upon being satisfied with the validity of said charges, deduct the same from the next payment or payments to become due to said Contractor and

pay the same to the claimant or, in the alternative, at the sole election of the Village, call on the performance bond provided under Section 25.1 to pay said claim or claims as provided for herein.

7. CONTRACTOR'S SAFETY PROGRAM

7.1 The Contractor shall develop, implement, and maintain a written safety plan for all of its operations under the Agreement. The safety plan shall comply with all OSHA requirements and other applicable laws. A written copy and an electronic copy of the safety plans shall be provided to the Village for informational purposes. The Village's receipt of the safety plan shall not constitute the Village's approval of the plan or the Village's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

7.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.

7.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all applicable laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Village upon request.

7.4 The Contractor shall follow all OSHA regulations and applicable laws regarding personal protective equipment.

7.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.

7.6 The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.

7.7 Contractor shall regularly update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Village with the Contractor's annual report, pursuant to Section 22, below.

8. LITTER

The Contractor shall use their best efforts not to litter premises in the process of making collections. It shall be the responsibility of the Contractor to make sure that the size of the container and frequency of collection is adequate for waste material deposited in the container or to be picked up as bulk trash when such waste material cannot be accommodated by the approved container. The Contractor shall collect and dispose of automobile tires and automotive batteries from residential customers in accordance with State and Federal disposal requirements. There shall be no additional charges for

such collection of up to eight (8) automobile tires and two (2) automotive batteries per residential customer per year.

9. HAULING

The contractor must have an infield supervisor during operating hours of all routes and schedules. The Contractor shall, as best as practical make sure that all solid waste hauled by the Contractor shall be so contained, or enclosed such that leaking, spilling, or blowing is prevented. In the event of any spillage, the Contractor shall immediately clean up the litter spillage. The Village is to be notified of any leaking, spilling, or blowing that has occurred which has altered or damaged the property of the Village, any owner, or tenant in the Village. Spillage of any substance is required to be cleaned up in accordance with the Palm Beach County Health Department. Additionally, in the event of such failure to clean up spillage, the Village retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.

10. HAZARDOUS WASTE

Nothing in the Agreement shall require and Proposer shall not collect for disposal of any material which is hazardous in nature as that term is used in any applicable law, rule, or regulation, pursuant to Section 17.8, below.

11. APPROVED CONTAINERS

Amounts and types of solid waste placed in containers for collection are to be stored in standard manufactured type mechanically serviced containers, compatible with the Contractor's servicing equipment and subject to government regulation when such containers are provided to the residents by the Contractor. Use of the approved containers will be the principal and preferred method of disposing of solid waste; however, the Contractor will provide for overflow or bulk trash pickup of waste material which cannot be accommodated in the approved containers. Such overflow or bulk trash pickup must, at the minimum, include regular scheduling around holiday dates referenced in Section 4 to accommodate anticipated increases in the amount of waste material generated during these holidays. The Village retains the right to disapprove the containers furnished by the Contractor if those containers are unsightly, unsafe, or experience mechanical difficulties as determined in the sole opinion of the Village Manager or his designee. Containers shall be maintained in good repair and appearance and kept in a sanitary condition at all times.

12. COLLECTION EQUIPMENT

The Contractor shall provide an adequate number of vehicles, as approved by the Village for regular collection services. They shall be kept in good repair, appearance, and in sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor. Collection vehicles shall be equipped with a 3rd eye camera system or similar system. The Contractor shall provide Village-approved containers in a standard 95 or 96-gallon size for Curbside Residential Service and may do so in phases as approved by the Village. However, if any residential customer specifically requests a 60-gallon-sized container, the Village shall be notified. Contractor shall certify to the Village within 60 days after the commencement of each franchise year the nature and quantity of vehicles and equipment on hand and available for regular collection services and backup in the event of any breakdowns.

13. ROUTES AND SCHEDULES

Routes and schedules of commercial collection shall be subject to acceptance by the Village. The Contractor shall adopt the Village's current route and schedule for Residential and Multi-Family residences. The collection will be conducted on Operating Days, Monday through Friday, except Holidays, from the Commencement Day until the Agreement expires or terminates. Routes will not be modified without the approval of the Village Council. If the contractor is unable to fulfill this requirement, an alternate route and schedule must be provided within the proposal package. Schedule and Service Area are included in this Proposal, see Exhibit B. A map of the Village limits is included in the Proposal, see Exhibit D. The current Village route and schedule:

	NORTH OF CANAL 10	SOUTH OF CANAL 10
Yard	Monday	Tuesday
Recycling	Monday	Tuesday
Garbage	Monday & Thursday	Tuesday & Friday
Bulk	Thursday	Friday

All collection start at 7:00 A.M.

14. OFFICE

The Contractor shall maintain an office where complaints shall be received. It shall have responsible persons in charge during collection hours and shall be open during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following business day. The Contractor shall provide a contact person for the Village to reach during all non-office hours. The contact person must have the ability to authorize Contractor operations in the case of the Village's direction or situations requiring immediate attention.

15. CONTRACTOR 'S TRANSITION PLAN

The Contractor shall ensure that the Customers and the Village do not experience any delay or disruption in service when the Contractor begins to provide its services under the Agreement on the Commencement Date. The Contractor shall prepare and provide the Administrator with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services in compliance with the Agreement on and after the Commencement Date. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for the Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection vehicles and Mechanical Containers that the Contractor will need to have in stock at its local equipment yard before the Commencement Date; (b) how and when the Contractor will provide its Mechanical Containers to the Customers; (c) how the Contractor will provide additional personnel, vehicles, and containers to serve the Village if the Contractor needs additional resources on or after the Commencement Date. The Transition Plan is

subject to approval by the Village. If requested, the Contractor shall revise the plan within twenty (20) calendar days and resubmit the plan for the Village Manager's approval.

16. DEADLINES FOR CONTRACTOR'S TRANSITION PLANNING

The transition period shall begin upon execution of the agreement. The awarded contractor will be required to participate in a Transition Team that will include the contractor and Village staff. Transition Team meetings will begin within one (1) week after the agreement is executed and continue as the Village deems necessary. Transition meetings are mandatory. The Awarded contractor shall participate in the development of a Transition Plan which will address all necessary activities required to ensure a seamless start and end of management services. The Contractor shall address the following performance requirements in the Transition Plan and shall accomplish these requirements no later than the following deadlines:

a) Within two weeks after the Effective Date, the Contractor and Village shall meet and discuss the concepts to be addressed in the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.

b) On or before _____ [To Be Determined ("TBD"); approximately 3 weeks after the Effective Date], the Contractor shall provide the Village with a Collection Plan, pursuant to Exhibit A, which shall be subject to the approval of the Village Manager.

c) On or before _____ [TBD; approximately 4 weeks after the Effective Date], the Contractor shall provide the Village with its Transition Plan.

d) On or before _____ [TBD; approximately 5 weeks after the Effective Date], the Contractor shall provide the Village with documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to the Contractor's equipment yard no later than _____ [TBD; approximately 6 weeks before the Commencement Date].

e) On or before _____ [TBD; approximately 8 weeks after the Effective Date], the Contractor shall provide the Village with a preliminary plan for the distribution of all Collection Containers that will be provide to (1) one Commercial Customers and (2) two Customers in Multi-Family Dwellings that will receive Collection Service with Mechanical Containers. This plan shall describe how the delivery of the Contractor's Collection Containers will be coordinated with the removal of the Collection Containers currently being used by the Commercial Customers and Multi-Family Dwellings. The plan also shall describe how Garbage Carts will be delivered to Residential Customers, if applicable.

f) On or before _____ [TBD; approximately 8 weeks before the Commencement Date], the Contractor shall provide the Village with: (1) an updated and detailed plan concerning the distribution of all Mechanical Containers and Garbage Carts, as described in Section 11, above; (2) a written safety plan covering all aspects of the Contractor's operations under the Agreement, in compliance with the requirements Section 7, above; (3) a Contingency Plan, pursuant to Section 18, below; (4) a copy of the standard form contract that

the Contractor intends to use with Commercial Customers, as well as Multi-Family Dwellings that use a Mechanical Container, pursuant to Section 30, below.

g) On or before _____ [TBD; approximately 7 weeks before the Commencement Date], the Contractor shall provide the Village with electronic (digital) copies of the notices, brochures, and informational material the Contractor intends to provide to Customers concerning the Collections Services it will provide under the Agreement. The notices, brochures, and informational materials shall be subject to the Village's approval and shall be delivered in compliance with the Transition Plan.

h) On or before _____ [TBD; approximately 7 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that the Contractor has delivered the Village-approved notices, brochures, and informational materials to all Residential customers, and Commercial and Multi-Family dwellings, in compliance with the requirements and deadlines in the Agreement.

i) On or before _____ [TBD; approximately 4 weeks before the Commencement Date], the Contractor and the Village shall meet and discuss the status of the Contractor's Transition Plan and its implementation. On or before this deadline, the Contractor also shall demonstrate that its computer systems are fully operational and capable of tracking complaints and service requests in compliance with the requirements in Section 17, below.

j) On or before _____ [TBD; approximately 4 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that: all of the vehicles and equipment necessary to provide Collection Service, were delivered to the Contractor's equipment yard in compliance with the deadline in Section 16(d), above.

k) On or before _____ [TBD; approximately 3 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of the Agreement.

l) On or before _____ [TBD; approximately 3 weeks before the Commencement Date], Contractor shall provide the Village with (1) a vehicle list that shows the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle; and (2) a list that shows the identification number and capacity of each Mechanical Container that will be used by the Contractor under the Agreement.

m) On or before _____ [TBD; approximately 2 weeks before the Commencement Date], the Contractor shall confirm in writing to the Village that: (1) the Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in the Agreement; (2) all of the Contractor's drivers have inspected their Routes for providing Collection Service; (3) all of the Contractor's drivers have confirmed their ability to complete their Routes on time on the Scheduled Collection Days.

n) On or before _____ [TBD; approximately 5 days before the Commencement Date], the Contractor shall confirm in writing to the Village that it has delivered all of the Collection Containers needed to provide Collection Service in compliance with the Agreement to (1) Commercial Customers; (2) Multi-Family Dwellings that use Mechanical Containers; (3) the Village's facilities and properties identified in Section 5; and (4) Residential Customers that use Garbage Carts.

17. COMPLAINTS

17.1 The Contractor must have in place an effective complaint-handling software system. The software system must be able to track, issue, receive, request, retain, and report all Village resident complaints. Contractor must meet with Village staff on a quarterly basis to discuss and resolve outstanding complaints and/or other issues. The Village may ask to meet with the Contractor, or vice versa, as needed.

17.2 Legitimate Complaint, or service complaint, shall mean any complaint by a Customer or the Village in a case where one or more of the applicable requirements in the Agreement were not satisfied by the Contractor, as determined by the Village. All service complaints or Legitimate Complaints received by the Contractor shall be directed to the Village Manager or his/her designee. For those complaints received by the Village, the complaint will be forwarded to the Contractor through the complaint-handling software system. The complaint, whether received by the Village or by the Contractor, shall be resolved no later than 3:00 p.m. the next business day after it is received by the Contractor. If a complaint cannot be resolved by 3:00 p.m. on the next business day following the scheduled collection day, the Village Manager or his/her designee shall be notified of the reason for the non-resolution of the complaint. When the complaint is received on a non-business day, it shall be resolved by the Contractor no later than the next business day.

17.3 The Contractor shall investigate and provide the Village Manager or his/her designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Village Manager or his/her designee will consider all documentation provided and make a final determination of party responsibility. If Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) business days, with the exception of mailboxes and containers, which shall be repaired or replaced within three (3) business days. In the case of an unresolved dispute, the Village Manager's or his/her designee's decision shall be final.

17.4 Contractor shall also provide any video from its 3rd eye camera system (truck mounted), or similar system, located on the vehicles when requested by the Village Manager or his/her designee. The Village shall levy as liquidated damages in the amount of $200.00 per incident to reimburse the Village for the cost of receiving, logging, investigating, and following up on the complaint.

Complaint Type	Annual #	Monthly #

Garbage, Trash, and Damage	300	30
Recycling	200	20
Vegetation Waste	200	20

17.5 Village shall be notified of any temporary changes or modifications of routes and/or schedule. The Village must approve any temporary changes or modifications of routes and/or schedules if exceeding five (5) business days.

17.6 Changing routes and/or starting or completing routes within the time frames outlined in the proposal, including the starting point of a route, without approval from the Village or notification to the Village will result in liquidated damages of $2,000.00 per incident to reimburse the Village for the costs of managing the service disruption, including cost of receiving, logging, investigating, and following up on customer complaints, communicating with the Contractor, and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of the Agreement at no cost to the Village or customer.

17.7 Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of $2,500.00 per day, per incident to compensate the Village for the cost of receiving, logging, investigating and following up on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Village retains the right to perform or contract for the performance of such clean-up and assess Contractor for all costs incurred.

17.8 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container or vegetation waste pile, if the Contractor decides that the Contractor will not collect the Customers waste because the waste was not set out in compliance to the schedule. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, and fails to collect the materials in the Customer's Collection Container, the Village may require the Contractor to return to the Customer's Premises promptly and collect the waste. If Contractor finds that Residential or Commercial Waste contains Hazardous Waste, the Contractor shall place a Non-Collection Notice on the container or improper waste, and immediately notify the Village. The Contractor is responsible to inform the Village of any Non-Collection. Each Non-Collection shall be completed by 10:00 a.m. of the next business day before the regularly scheduled collection day. Failure to collect Non-Collection waste by 10:00 a.m. the next business day as required will result in a $1,000.00 assessment for each route/community not completed.

17.9 The Village Manager or designee may deduct any charges from payments due or to become due to Contractor. In the event the Contractor fails to repair damages as a result of the contractor's equipment failure or negligence within the time provided within this proposal, the Village Manager or designee may arrange for the repairs and assess the Contractor for the cost of repairs and any applicable administrative charges. The Village Manager or his/her designee may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in

connection with this Proposal and shall at the end of each month during the term of the Agreement notify Contractor in writing of the charges assessed and the basis for each assessment. In the event Contractor wishes to contest such assessment it shall, within five (5) business days after receiving such monthly notice, request in writing an opportunity to be heard by the Village Council and present its defense to such assessment. Notwithstanding the foregoing, any individual assessment of liquidated damages in an amount greater than or equal to $10,000 shall be imposed only upon the prior approval of the Village Council.

17.10 The Village shall notify the Contractor in writing of any action taken with respect to the Contractor's claims and the decision of the Village Council will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision, for review by Writ of Certiorari in accordance with the applicable Florida Appellate Rules.

18. CONTINGENCY PLAN

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation disrupts the Contractor's normal operations (e.g. renders the Contractor's operations yard or equipment unusable, or prevents the Contractor's drivers from reporting for work). The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Village in compliance with the schedule in Section 16(f). The Contingency Plan shall be updated annually and resubmitted to the Village (a) with the Contractor's Annual Report and (b) within ten (10) Operating Days after the plan is revised by the Contractor. The Village shall have the right, but not the obligation, to approve the Contingency Plan and all revisions to the plan.

19. RECORD KEEPING AND REPORTING

19.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in the Agreement. The Contractor's records shall be accurate, well-organized, and up-to-date at all times. The Contractor's records concerning its performance under the Agreement shall be kept in the Contractor's local office, or in another location approved by the Village throughout the term of the Agreement. Following the expiration or termination of the Agreement, the contractor shall retain all such records for at least seven (7) years or the Contractor shall provide digital copies of the records to the Village.

19.2 The Contractor shall prepare and maintain records, reports, and other information in compliance with the requirements in the Agreement and consistent with generally accepted management practices and principles. All of the Contractor's reports to the Village shall be submitted in an electronic (digital) format that is compatible with the Village's software (currently Microsoft). Hard copies also shall be provided, if requested by the Village or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Village's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

19.3 All of the Contractor's records shall be maintained in an electronic database. The database shall be available for inspection by the Village at any time during normal business hours. Upon request, the information in the logs shall be provided to the Village online (e.g., via email) within five (5) Operating Days.

20. SPECIFIC RECORD-KEEPING REQUIREMENTS

20.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services), if any, for which the Customer paid a fee directly to the Contractor. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the Village. The Contractor shall summarize its records in a log.

20.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the Service Area, including the materials collected for the Village. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. The records shall be summarized in a log.

20.3 Recyclable Materials Log – The Contractor shall maintain records and a log of concerning all of the Source Separated Recyclable Materials it collects in the Service Area, including the materials collected for the Village. The records shall identify the amount of Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

20.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

20.5 Non-Collection Notice Log – Upon request, the Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer 's street address; and the reason for the Non-Collection Notice.

20.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The shall include: the date and time when the Contractor was notified by the Village or Customer; the Customer's street address; a description of the complaint; whether the complaint was a

Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.

20.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; the names of any persons who witnessed the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

20.8 Cart Log – The Contractor shall maintain records and a log concerning the Garbage Carts, Yard Waste Carts, and Recycling Bins that are provided by the Contractor pursuant to the Agreement. At a minimum, the log shall identify: the number of carts and the number of Recycling Bins provided to the Village and Customers each Operating Month; the size and type (e.g., Yard Waste Cart) of each cart delivered to the Village or a Customer; the identification (serial) number of each cart; and the location where each cart and each bin is delivered to the Village or a Customer.

20.9 GPS Records and Photographs – The Contractor shall maintain records and a log concerning the Global Positioning Systems ("GPS") data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under the Agreement. The Contractor also shall maintain the photographs obtained from the video-camera system mounted on the Collection vehicles. The Contractor shall maintain the GPS logs, photographs, and related records for each Collection vehicle for at least thirty (30) days after the GPS data and photographs were created.

21. QUARTERLY REPORT

21.1 The Contractor shall submit a quarterly report to the Village no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15) during each Operating Year. The report shall be submitted electronically (digitally) via e-mail. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Trash, Yard Waste) delivered to each Designated Facility pursuant to the Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility; (c) the amount of Solid Waste and Source Separated Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Legitimate Complaints; (g) the total number of Garbage Carts and Yard Waste Carts delivered to the Village; and (h) the total number of Garbage Carts and Yard Waste Carts delivered to Residential Customers by the Contractor. The quarterly report also shall include the Contractor's records for its monthly billings to each Multi-Family Dwelling that uses Mechanical Containers.

21.2 Upon request, the quarterly report shall include any information that is needed by the Village to comply with the Village's reporting obligations under Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters. Whenever the Contractor submits a quarterly report to the Village, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify in each quarterly report that (a) all of the Solid Waste and Source Separated Recyclable Material collected by the Contractor under the Agreement has been delivered to a Designated Facility, and (b) the Contractor's quarterly report accurately accounts for all such deliveries.

22. ANNUAL REPORT

The Contractor shall submit an annual report to the Administrator no later than sixty (60) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under the Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of the Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 12 herein. The first annual report shall be submitted to the Village on or before April 1, 2025.

23. ACCIDENT REPORTS

The Contractor shall notify the Administrator of all OSHA reportable events and serious accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under the Agreement and: (a) result in personal injuries, or damage to public or private property that exceeds Five Hundred Dollars ($500) in value; or (b) require notification to OSHA or another regulatory agency under Applicable Laws. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Administrator within one (1) Operating Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Operating Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, the names of any persons who witnessed the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

24. VILLAGE'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

The Contractor shall cooperate with the Village and provide every reasonable opportunity for the Village to ascertain whether the duties of the Contractors are being performed properly. In addition to the information explicitly required by the Agreement, the Contractor shall promptly provide any

information regarding the services provided by the Contractor under the Agreement that the Village of the Contractor deems relevant under the circumstances.

25. BONDING COMMITMENT

25.1 The Contractor must supply within the submitted Proposal a Bonding Affidavit certifying bonding capacity. The Contractor shall furnish to the Village an irrevocable, annually renewable, Performance Bond for the faithful performance of the Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of One Million Dollars ($1,000,000). The Performance Bond shall be issued by a surety company that is licensed to do business in the State of Florida and that is acceptable to the Village. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days prior notice to the Village. The Contractor shall furnish the Performance Bond to the Village Attorney at least five (5) calendar days before the Effective Date.

25.2 Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 25 shall not relieve the Contractor of liability under the default and termination provisions set forth in the Agreement or from any other liability resulting from any breach of the Agreement. The Performance bond may be "called" (drawn upon) and used if there is any uncured default or breach of the Agreement by the Contractor. Calling or drawing upon the Performance Bond shall not restrict or preclude the use of any other remedies available to the Village against the Contractor for breach, default, or damages.

25.3 In the event of a strike of employees of the Contractor or any other labor dispute which make the performance of the Agreement by the Contractor substantially impossible, the Village shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. In such cases, the Village shall have the right to engage another Person to provide necessary Collection Services.

26. COMMUNITY AWARENESS AND PARTICIPATION

The Contractor shall provide, at its sole expense, educational and promotional programs for recycling. The Contractor shall participate in at least two (2) promotional programs within the Village annually. The Contractor's programs shall include promotional materials, educational curriculum for local schools, and events for community participation.

The Contractor shall provide funding to the Village annually, as provided in the Price Schedule Proposal Form, for community awareness and participation. Funds may be used in the Village's sole discretion to increase recycling participation through the dissemination of the Contractor's Program or to sponsor a Village event. The funding shall be provided to the Village annually payable on June 1, 2024, and every October 1st thereafter.

27. HOLD HARMLESS AGREEMENT

The Contractor will hold the Village harmless from any and all liabilities, losses or damages the Village may suffer· as a result of claims, demands, costs or judgments against the Village arising out of the wrongful acts or omission of the Contractor or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of the Agreement and the work to be performed thereby.

28. INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the work, notwithstanding the fact that the Contractor is bound to follow the directions of designated the Village officials with regard to certain aspects of the Agreement. The Contractor is in no respect an agent, servant or employee of the Village.

29. CURBSIDE RESIDENTIAL RATES AND FEES

The Village shall pay to Contractor an established rate per month per residential unit picked up curbside which shall hereafter be known as "Curbside Residential" service. No charges and/or fees other than those specifically set forth on the Price Schedule Proposal Form may be collected. For all new construction, billing shall commence on the first day of the month following the issuance of the certificate of occupancy by the Village. Should any unit be demolished, the billing for such unit shall cease as of the end of the month in which the demolition occurs.

30. COMMERCIAL AND RESIDENTIAL DUMPSTER RATES AND FEES

Each commercial establishment as well as residential units utilizing Residential Dumpster service (5 units or more) shall contract with Contractor individually; however, the rates shall be as set forth on the Price Schedule Proposal Form and no charges and/or fees other than those specifically set forth on the Price Schedule Proposal Form may be collected. It is understood however, that customers desiring to rent, lease or purchase compactors from Contractor must pay a separate fee directly to Contractor, which fee is not included on the Price Schedule Proposal Form. In the event of a rate dispute, the Village Manager will establish the final rate on a fair and equitable basis for all parties concerned.

31. BILLING PROCEDURES AND RATE INCREASE

Billing procedures for the various services provided by Contractor shall be set forth herein:

Service	Customer Billed By
Curbside Residential	Village
Residential Dumpster (5 units or more)	Contractor
Commercial	Contractor
Roll-Off	Contractor

For Curbside Residential service, Contractor shall submit an invoice to the Village on or about the 10th day of each month. Contractor shall be compensated pursuant to the rates set forth in the Price Schedule Proposal Form attached. It is understood that the rates will change from time to time as provided herein; however, it is specifically understood that the Contractor may only charge for such items and at such rates as have been approved by the Village Council. For years two (2) through five

(5) of the contract the Contractor may increase the rate based on the annual consumer price index (June to June, All Urban Consumers - US all Items 1982-84=100), annual increase minimum of 3% or CPI (whichever is more) per year for the contract term.

32. PAYMENTS

The Village agrees to pay Contractor the first day of each month for the previous month's Curbside Residential services in accordance with the rate schedule in effect at that time as specifically set forth in the Price Schedule Proposal Form.

33. FINANCIAL STATEMENT

Each year, after the close of the Contractor's fiscal year, the Contractor shall deliver to the Village, a Certified Financial Statement including, at a minimum, a Balance Sheet and an Income Statement representing the financial position and the Results of Operations respectively of the Contractor. The report must include the opinion of a Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting procedures. The contractor will deliver the financial statements to the Village once they are produced in the ordinary course of business.

34. DISPOSAL COSTS – INCREASE COMPENSATION

Contractor shall not bill Residential Dumpster or Curbside Residential customers for disposal costs. Such costs will be part of the special assessment billed by the Solid Waste Authority of Palm Beach County. The Contractor shall be given a disposal credit for each residential unit as calculated by the Solid Waste Authority, and shall be paid prorated disposal costs for newly constructed residential units not included in annual SWA residential credit computation pursuant to a procedure established by the Village and Contractor. The newly constructed residential units will pay the prorated disposal costs at the time of the application for issuance of the certificate of occupancy for the newly constructed residential unit. Contractor shall pay for all solid waste disposal costs incurred for disposing of solid waste at the approved facilities. Contractor shall bill disposal charges for commercial accounts (including roll-off service) directly to the customer.

In the event disposal costs charged to the Contractor for garbage, trash, vegetation waste, construction debris and recyclable materials at approved sites are increased, the rate charged for the collection of the garbage, trash and recyclable materials may be adjusted accordingly upon proof of such increase submitted by the Contractor and upon reasonable notice to the Village and to the customers. Should the Contractor elect to dispose of materials at an approved site other than that operated by the Solid Waste Authority, the Village will not increase fees for disposal costs incurred in excess of those charged by the Solid Waste Authority. The fees or compensation payable to the Contractor for each year of the term hereof shall be adjusted in accordance the Price Schedule Proposal Form on March 1st of each year.

35. ADDITIONAL SERVICES

Collection of construction debris and similar material shall be provided by Contractor with roll-off container service or clam shell truck service by a separate agreement with the private residential or commercial customers affected at the rates set forth on the Price Schedule Proposal Form. If additional service is requested by Village, as opposed to a private party, the Agreement may be modified by mutual consent of the parties. The Village agrees to assist Contractor with the enforcement of Contractor's exclusive right, granted hereunder, to collect construction debris within the corporate limits of the Village, by implementing the following procedures:

a) Any applicant for a building permit shall be required to designate the Contractor, on the building permit application form, as its service provider for the collection of construction debris;

b) Any holder of a building permit shall be required to maintain, on the construction site, only roll-off containers or dumpsters supplied by the Contractor for the collection of construction debris, except as provided for and set forth at Sec.403. 7046, Florida Statutes;

c) Any construction site inspections performed by the Village Planning, Building & Zoning Department shall require verification by the Building Department Inspector that there are only roll-off containers or dumpsters supplied by the Contractor for the collection of construction debris; and

d) Any finding by a Building Inspector on non-compliance with this section by the holder of a building permit shall cause the Building Department to issue a "stop work" order on the construction site until compliance occurs herewith.

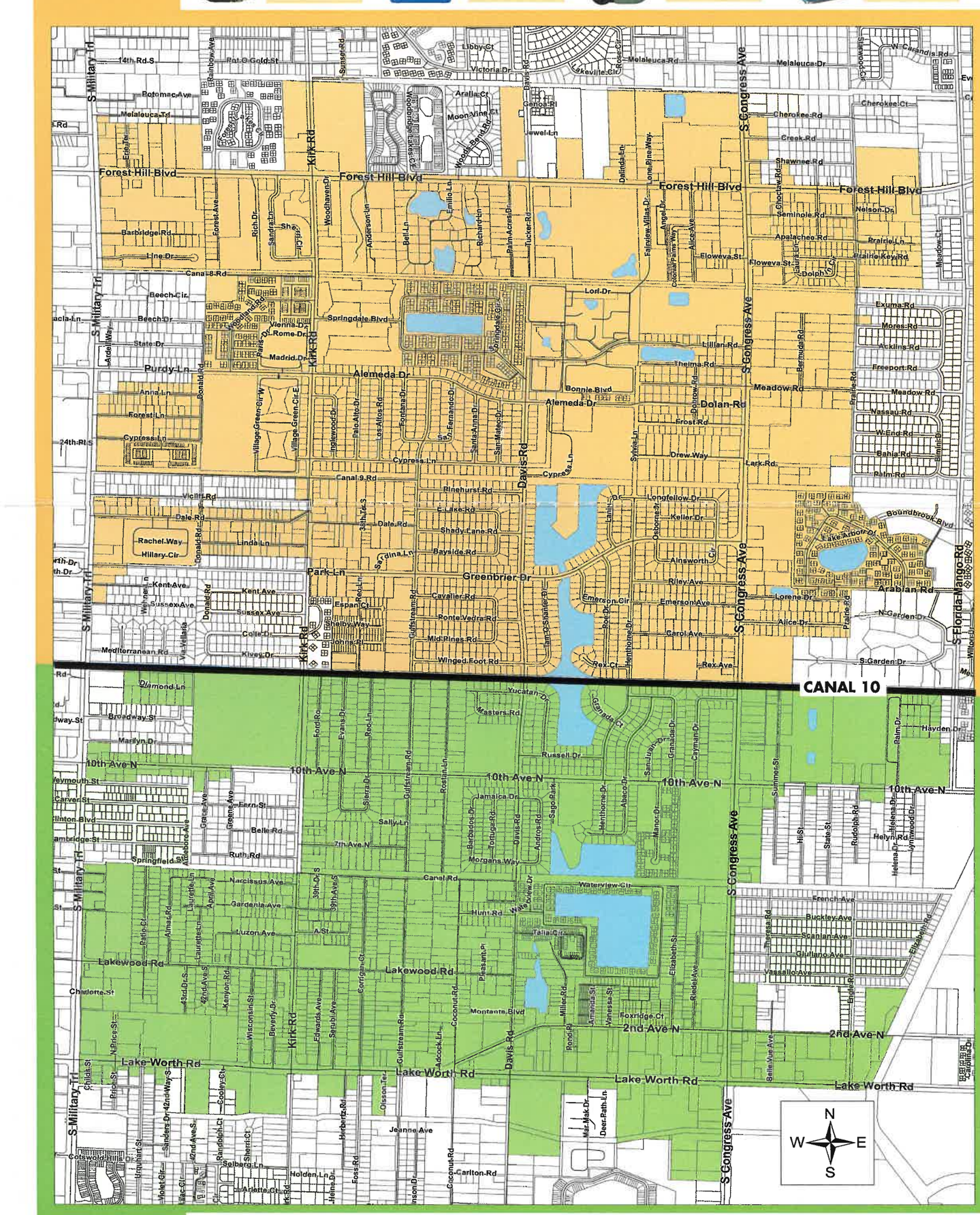
Garbage & Recycling Collection Schedule

vpsfl.org

Where you live in relation to Canal 10 determines your pick-up days.
CANAL 10 is located South of Winged Foot Road and Rex Court/Avenue

NORTH

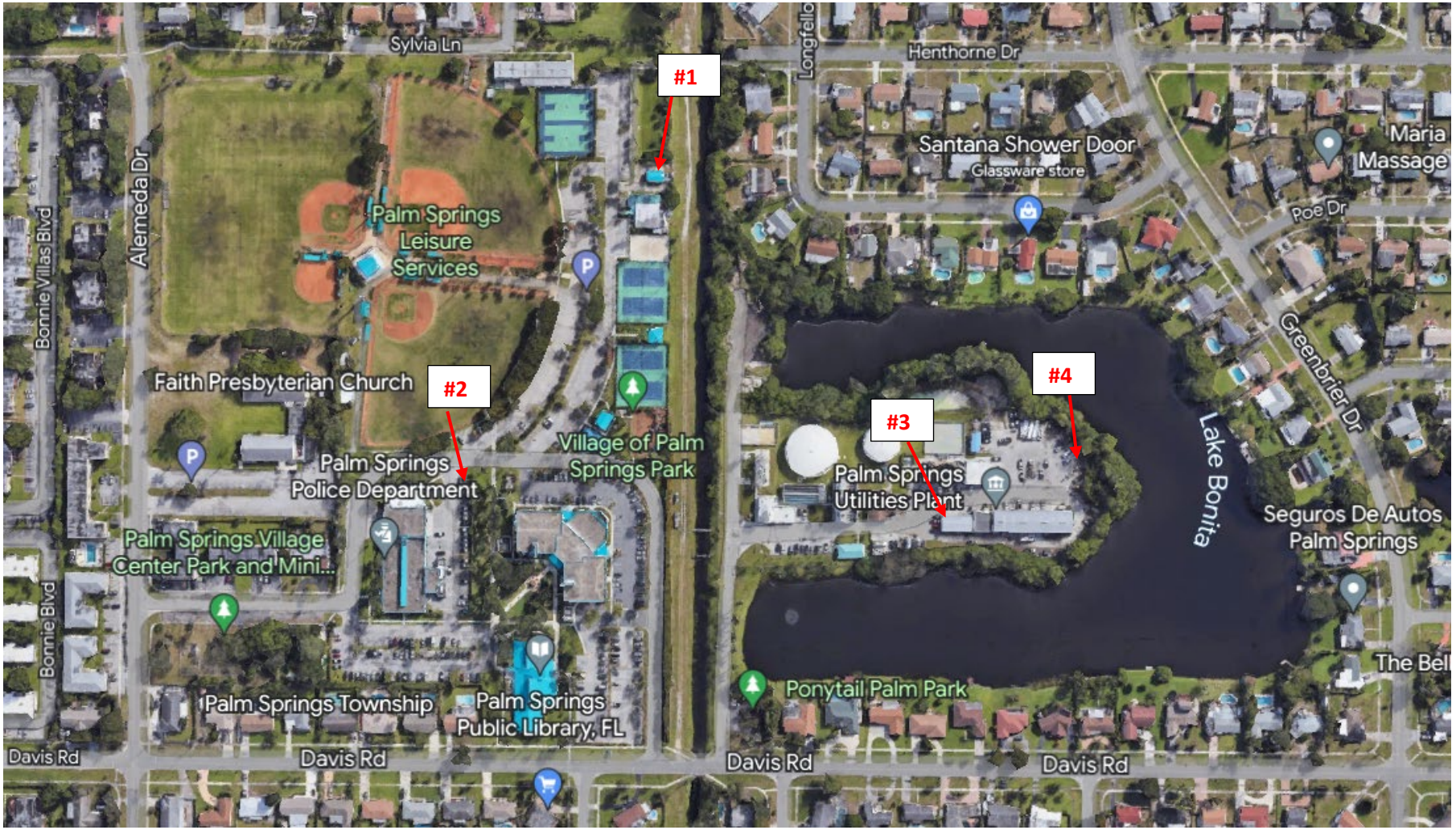
YARD	RECYCLING	GARBAGE	BULK
Monday	Monday	Monday & Thursday	Thursday



SOUTH

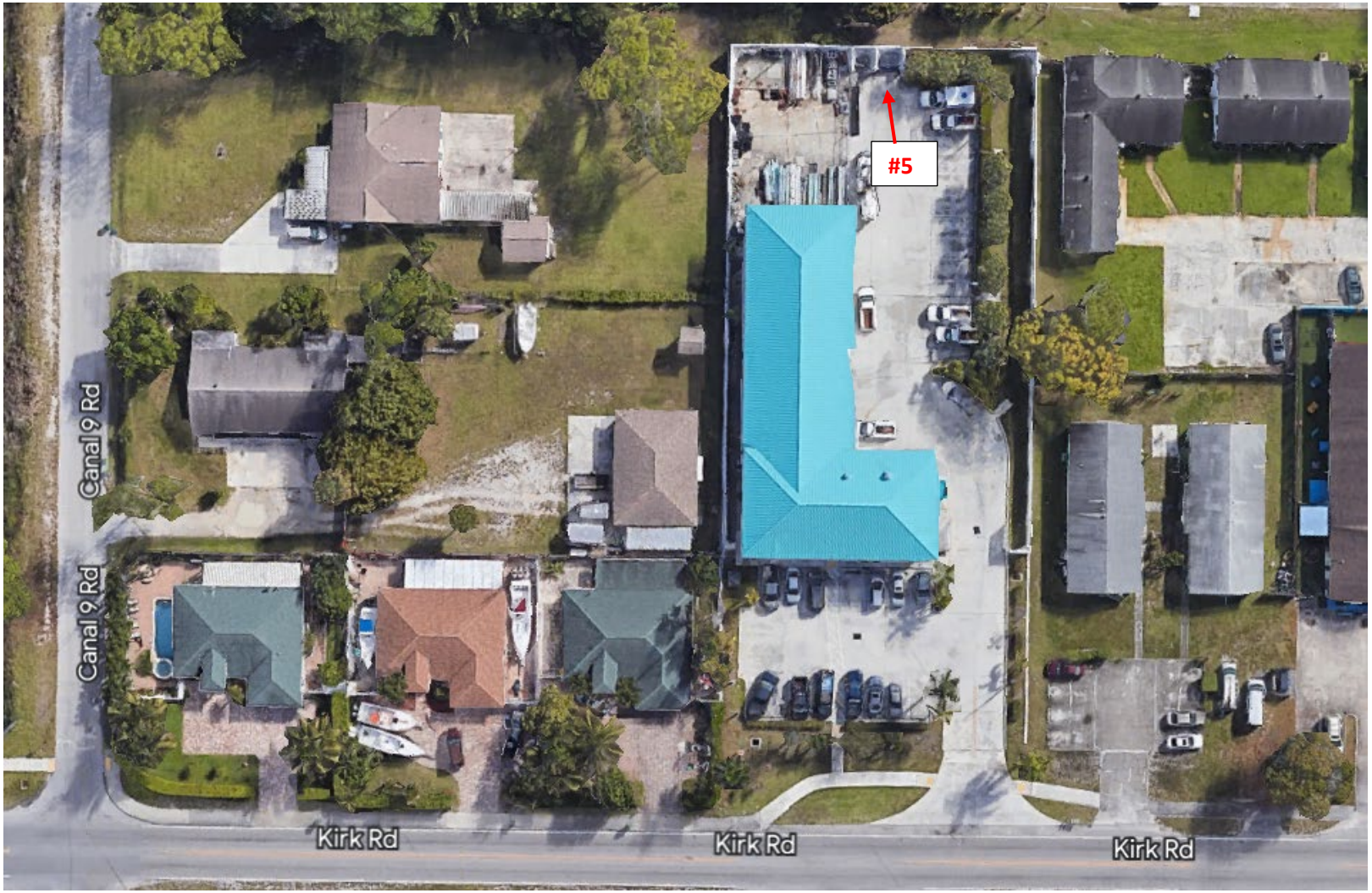
YARD	RECYCLING	GARBAGE	BULK
Tuesday	Tuesday	Tuesday & Friday	Friday

VILLAGE COMPLEX
Exhibit C



1.) Recreation Maintenance Building – 3YD Dumpster
2.) Village Complex – 3YD Dumpster
3.) Main Water Plant – 5YD Dumpster & 3YD Recycling
4.) Main Water Plant – 3YD Dumpster

VILLAGE COMPLEX
Exhibit C



5.) Maintenance Building – 5YD Dumpster & 3YD Recycling

VILLAGE COMPLEX
Exhibit C



6.) Sago Park – 5YD Dumpster

VILLAGE COMPLEX
Exhibit C



7.) R.L. Pratt Water Plant – 5YD Dumpster & 3YD Recycling

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

REQUEST FOR PROPOSAL

The Village of Palm Springs, Florida is seeking proposals from interested and qualified firms to provide hauling and disposal of municipal solid and vegetation waste, recycling, and bulk debris.

Request for Proposals documents are available beginning **August 3, 2023**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from (a) www.DemandStar.com; (b) contact the Village Procurement Specialist, Theresa L. Gonzalez, at procurement@vpsfl.org; (c) call the Finance Department office at (561) 584-8200 ext. 8447.

Those interested in providing these services are instructed to submit a response electronically via DemandStar. Proposers also have the option of submitting **one (1) unbound original, and one (1) complete copy of the response to the Village Clerk at the time and date specified.**

It is the responsibility of the Proposer to ensure that all pages are included in the submission. All proposers are advised to closely examine the request for Proposals documents. Sealed Proposals must be clearly marked **"RFP #2023R-001, Solid Waste, and Recycling Collection Services"** and must be received by the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461, before the deadline on **Tuesday, September 5, 2023, at 4:00 p.m. local time.** Late Proposals will not be accepted, whether by mail or otherwise. Proposals will be returned to the sender unopened. Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to Theresa L. Gonzalez, Procurement Specialist, procurement@vpsfl.org.

A mandatory pre-bid conference will be held on **Tuesday, August 8, 2023, at 10:30 a.m.** at the **Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461**. Attendance at the pre-bid conference **is MANDATORY**.

Deadline to Submit Questions: Questions must be submitted in writing to the Procurement Specialist, Theresa L. Gonzalez at procurement@vpsfl.org no later than the deadline on **Thursday, August 17, 2023, at 4:00 p.m.**

After receiving all proposals, a public meeting will be scheduled for the Village's Selection Committee to review and discuss the rankings of the respondents. The public meeting will be held at Village Hall at 226 Cypress Lane, Palm Springs, FL 33461.

The Village reserves the right, in its sole discretion, to accept or reject any or all Proposals, in whole or in part, to waive all nonmaterial irregularities and/or technicalities, and to award, the contract on such terms it deems will best serve the interests of the Village.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Proposers and/or Proposers on Village Solicitations, the Village's professional staff, and the Village Council members.

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

Pursuant to Section 58-6 of the Village Code, any actual respondent who is aggrieved in connection to this RFP may protest such procurement. The protest must be filed with the Village in accordance with the Village's purchasing code.

Village of Palm Springs
Publish: DemandStar, Lake Worth Herald, Palm Beach Post, and Village of Palm Springs website
August 3, 2023

+ + END OF ADVERTISEMENT FOR BIDS + +

REQUEST FOR PROPOSALS

FOR

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP 2023R-001 SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP DEADLINE: SEPTEMBER 5, 2023, AT 4:00 P.M. LOCAL TIME

VILLAGE OF PALM SPRINGS

226 CYPRESS LANE

PALM SPRINGS, FL 33461

(561) 584-8200

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Village of Palm Springs
Publish: DemandStar, Lake Worth Herald, and Village of Palm Springs website
August 3, 2023

+ + END OF ADVERTISEMENT FOR BIDS + +

SECTION 1: RFP PROCESS

1.1 REQUEST FOR PROPOSAL

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1.2 SCHEDULE OF EVENTS

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFP:

Issuance of RFP Package	08/03/2023	N/A
Deadline for Written Questions	08/17/2023	4:00 P.M.
Final Date for Addendum	08/28/2023	4:00 P.M.
Due Date	09/05/2023	4:00 P.M.
Consideration/Award by Village Council	TBD	6:30 P.M.

1.3 AWARD OF THE CONTRACT BY VILLAGE COUNCIL

As soon as practicable after the Selection Committee, if appointed, completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposer's respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall execute the Agreement for Professional Services.

1.4 EVALUATION AND SCORING

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. In the event there is only one responsive responsible response a selection committee shall not be required to be appointed. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm.

The Evaluation Criteria is made up of the categories below that collectively represent a Total Point Value of 100 points, as described herein. The points indicated below as "Potential Points" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submittals.

1. Letter of Interest **(Maximum Potential Points – 10)**
   The Letter of Interest shall be a maximum of one (1) page that summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the person authorized to bind the Proposer to the submitted proposal.

2. Summary of Qualifications **(Maximum Potential Points – 20)**
   a. Provide evidence of a minimum of eight (8) years of experience providing solid waste collection services in Florida;
   b. Provide evidence of having exclusive residential collection service including solid waste and recycling collection services to at least two (2) local government jurisdictions in Florida within the past eight (8) years;
   c. Provide evidence of having exclusive commercial collection service to at least two (2) local government jurisdictions in Florida within the past eight (8) years;
   d. Provide evidence of currently providing exclusive residential collection service to a minimum of one (1) local government jurisdiction in Florida;
   e. Provide a brief discussion of the Proposer's business history and current purpose/function in the marketplace;
   f. Indicate specifically the members of the firm who will have primary responsibility for the Village's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise;

3. Approach and Methodology **(Maximum Potential Points – 20)**
   a. Provide a proposed route schedule and map for residential services;
   b. Provide a detailed description of how your collection route schedule shall run (include maps);
   c. Describe in concept your approach to multi-dwelling residential unit collection of solid waste;
   d. Provide your procedure for notifying applicable government agencies of reportable quantities of hazardous waste found or observed by you anywhere within the Village, including on, in, under or about Village-owned property and Village waste containers;
   e. Provide a list of standard reports that will be available to the Village;
   f. Provide a thorough and complete list of all equipment that shall be used to service the Village of Palm Springs and the age of each piece of equipment;

4. Transition Plan **(Maximum Potential Points – 20)**
   Describe in detail your transition plan. At minimum, include the following:
   a. Proposed strategy to ensure a smooth transition;
   b. Strategy to meet or exceed the current level of service;
   c. Describe in detail your process to transition billing from the current provider to your company;

d. Identify the group of individuals who will oversee the execution of the transition plan and provide a brief resume for each;
e. Identify equipment, personnel, and schedule for delivering containers to all residents;
f. Describe how the delivery of containers will be conducted in coordination with the removal or use of existing containers used by residents;
g. Provide a timeline for the transition

5. Total of Fees over Five-Year Period **(Maximum Potential Points – 20)**
The Price Schedule Proposal Form will be evaluated to determine the potential points for each firm.

6. References **(Maximum Potential Points – 10)**
This category will be evaluated based on the ratings and specific comments provided by the references. The Village of Palm Springs shall not be used as a reference.

EVALUATION CATEGORIES	POTENTIAL POINTS
Letter of Interest	10
Summary of Qualifications	20
Approach and Methodology	20
Transition Plan	20
Total of Fees over Five-Year Period	20
References	10
Total of Points	100

Each Committee member will award points according to the evaluation criteria. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc.

In the event a tie occurs for the top-ranking position, the selection committee will rescore using the following method. The tie firms will be individually re-ranked (1,2 etc.) based on the total of points awarded by each committee member through the rescoring process. The Proposer with the highest grand total of points by the committee, through rescoring, will become the #1 ranked Proposer.

The Selection Committee may request firms to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The Selection Committee may request such presentations prior to ranking or depending on the number of proposals received, the Selection Committee may rank the proposals and then request presentations of the highest ranked firms. If the proposals were first ranked and then presentations were made, the Selection Committee shall then be allowed to re-rank the proposals based on the same original ranking criteria and the final ranking shall be forwarded to the Village Council.

If you have any questions concerning the RFP Process or Submission Requirements, please submit your questions via email to the Procurement Specialist at procurement@vpsfl.org.

SECTION 2: SUBMISSION REQUIREMENTS

Project Name: Solid Waste and Recycling Collection Services

Proposal Number: RFP 2023R-001

The following items must be included in the proposal response:

1. Letter of Interest
2. Copy of Submission Requirements form
3. Price Schedule Proposal Form (2 pages)
4. Attachments A -I
5. Bonding Affidavit from Surety
6. E-Verify Support (Memorandum of Understanding)
7. Alternate Route/Schedule (include map)
8. Complaint-handling Software System information
9. Transitional Timeline and Strategy
10. References
11. W-9 Form
12. Certificate of Liability Insurance
13. Supplemental Forms

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

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

SECTION 3: PRICE SCHEDULE PROPOSAL FORM

	ESTIMATED UNITS	PROPOSED COLLECTION Rates per Unit Per Month	COLLECTION FEES Per Year (units x rate x 12 mo.)
Curbside Residential Service			
Single Family Services	4314		
Multi-Family Services	5901		
Franchise Fee			
Curbside Franchise Fee (SF) – 5%	4314		
Curbside Franchise Fee (MF) – 5%	5901		
Total Single Family Services	**4314**		
Total Multi-Family Services	**5901**		

SERVICE	RATE PER SERVICE OR MONTH
Rolling Out Customer Owned Container (returning it to original location)	2 x Week $ _____ Per Month 3 x Week or > $ _____ Per Month Each add'l roll out $ _____ Per Month
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	$ _____ Charge for Replacements based on cost +10%
Supplying (and retrofitting) locking mechanism on container	$ _____
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year). The first two change outs are free to the customer.	$ _____

Additional Scheduled Pick-ups for Residential Containerized Customers	$ _____
Special Pick-ups	$ _____ per cubic yard
Other	

***PLEASE AFFIX SIGNATURE WERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

Firm Name Date

*Signature Print Name Print Title

Telephone Email Address

Toll Free # Fax #

Applicable License(s) # Type

Federal Identification Number

ATTACHMENT A: PROPOSAL CERTIFICATION FORM

(Proposer must complete, sign and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____

PROPOSER (firm name): _____

FIRM ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: _____

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

ATTACHMENT B: ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

_____ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

ATTACHMENT C: CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

_____ Physical address within Village of Palm Springs limits

_____ Physical address outside of Village of Palm Springs but within Palm Beach County

_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] _____ as

[Title:] _____of [Name of Firm:] _____

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

_____ _____

(Signature) (Date)

ATTACHMENT D: VENDOR CONFLICT OF INTEREST DISCLOSURE STATEMENT INFORMATION AND INSTRUCTIONS

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

INSTRUCTIONS

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

VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

_____
NAME OF VENDOR

_____
NAME OF PERSON COMPLETING FORM

_____
RELATIONSHIP TO VENDOR

_____
ADDRESS

_____
CITY, STATE, ZIP TELEPHONE NUMBER

_____
CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided in connection with:

☐ Invitation to Bid (specify) _____

☒ Request for Proposal / Qualifications (specify) __RFP 2023R-001_____

☐ Other (specify) _____

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

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

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

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

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

ATTACHMENT E: PUBLIC ENTITY CRIMES STATEMENT

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Proposer)

is _____.

2. My relationship to _____
(firm name of Bidder/Proposer)

is _____.
(relationship such as a sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

ATTACHMENT F: SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications ns apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR: By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/ She is _____ of _____ the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2023R-001 Title: _____

b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any

e. overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

f. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence ☐ or online ☐ notarization, this _____ day of _____, 2023 by _____

ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____ (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal of a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

« « « « « « « Notary on the following page » » » » » » »

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20_____ ☐ Personally known

or ☐ Produced Identification _____ .
(Specify Type of Identification)

_____
Signature of Notary

[NOTARY STAMP]

Commission Expires: _____

ATTACHMENT I: TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and

ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

_____
Name

_____
Title

_____
Date

_____
Signature

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-001 Solid Waste & Recycling Collection Services

Reference: _____
(Company Name providing Reference)

Name/Title: _____
(Name and Title of Person providing Reference)

Project/Service: _____
(Project/Service which references are being provided)

Project Manager: _____
(Project for which references are being provided)

Telephone: _____ Fax: _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		
6.	Rate the overall quality of the work.		

7.	Rate the technical competence of the firm and its personnel.		
8.	Rath the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No		

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

_____

Signature Date

Wednesday, October 18, 2023
Village Hall - Council Chambers
226 Cypress Lane – Palm Springs, FL 33461
1:00 p.m.
RFP 2023R-001
Solid Waste & Recycling Collection Services
Sign-in Sheet

NAME	DEPARTMENT/ COMPANY	EMAIL ADDRESS
FRED HARMON	WMIF	fharmon@wm.com
JEFF SABIN	WMIF	JSABIN@WM.COM
Chris Schulte	Waste Pro	cschulte@wasteprousa.com

Wednesday, October 18, 2023
Village Hall - Council Chambers
226 Cypress Lane – Palm Springs, FL 33461
1:00 p.m.
RFP 2023R-001
Solid Waste & Recycling Collection Services
Sign-in Sheet

NAME	DEPARTMENT/ COMPANY	EMAIL ADDRESS
JUAN RUIZ	Parks / Rec	JCRUIZ@VPSFL.ORG
Joey Sanders	Police Department (Code Division)	JSanders@VPSFL.ORG
Timothy Crespo	Public Works	TCrespo@VPSFL.org.
Michael Wood	Public Works	Mwood@Vpsfl.org
Ashley Scingilus	Human Resources	ascingilus@vpsfl.org
Kimberly Wynn	Village Clerk	KWynn@vpsfl.org

ENTERED

SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP #2023R-001 Proposal Scoring Sheet

Committee Member Name (Printed):Ashley Saingilus

Committee Member Name (Signature):

Date Submitted: 10/17/2023

		Proposer Company	
SELECTION CRITERIA* Evaluation Categories	**Possible Points (Maximum Potential Points)**	**Waste Management**	**Waste Pro**
Letter of Interest	**10**	8	10
Summary of Qualifications	**20**	20	20
Approach of Methodology	**20**	20	18
Transition Plan	**20**	20	20
Total of Fees over Five-Year Period	**20**	15	20
References	**10**	10	8
Total – All Evaluation Points	**100**	93	96

*Evaluation Categories Described.pdf

ORIGINAL

SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP #2023R-001 Proposal Scoring Sheet

Committee Member Name (Printed):Ashley Saingilus

Committee Member Name (Signature):

Date Submitted: 10/17/2023

		Proposer Company	
SELECTION CRITERIA* Evaluation Categories	**Possible Points (Maximum Potential Points)**	**Waste Management**	**Waste Pro**
Letter of Interest	**10**	8	10
Summary of Qualifications	**20**	20	20
Approach of Methodology	**20**	20	18
Transition Plan	**20**	20	20
Total of Fees over Five-Year Period	**20**	15	20
References	**10**	10	8
Total – All Evaluation Points	**100**	93	96

*Evaluation Categories Described.pdf

ENTERED

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP #2023R-001 Proposal Scoring Sheet

Committee Member Signature: _____

Date Submitted: 10/02/2023

Committee Member Name (Printed) Michael Wood

SHORT-LIST SELECTION CRITERIA* Evaluation Categories	Possible Points (Max Potential Points)	Proposer Company	
		2nd Waste Management	1st Waste Pro
Letter of Interest	10	10	10
Summary of Qualifications	20	20	20
Approach of Methodology	20	20	20
Transition Plan	20	20	20
Total of Fees over Five-Year Period	20	15	20
References	10	10	10
Total – All Evaluation Points	**100**	**95**	**100**
		472	474

*Evaluation Categories Described.pdf

ORIGINAL

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP #2023R-001 Proposal Scoring Sheet

Committee Member Signature: _____

Date Submitted: 10/02/2023

Committee Member Name (Printed) Michael Wood

SHORT-LIST SELECTION CRITERIA* Evaluation Categories	Possible Points (Max Potential Points)	Proposer Company	
		Waste Management	Waste Pro
Letter of Interest	10	**10**	**10**
Summary of Qualifications	20	**20**	**20**
Approach of Methodology	20	**20**	**20**
Transition Plan	20	**20**	**20**
Total of Fees over Five-Year Period	20	**15**	**20**
References	10	**10**	**10**
Total – All Evaluation Points	**100**	**95**	**100**

*Evaluation Categories Described.pdf

ENTERED

SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP #2023R-001 Proposal Scoring Sheet

Committee Member Signature: _____

Date Submitted: October 18, 2023

Committee Member Name (Printed): Jody Sanders

SHORT-LIST SELECTION CRITERIA* Evaluation Categories	Possible Points (Max Potential Points)	Proposer Company	
		Waste Management	Waste Pro
Letter of Interest	10	10	10
Summary of Qualifications	20	20	15
Approach of Methodology	20	20	15
Transition Plan	20	20	15
Total of Fees over Five-Year Period	20	10	20
References	10	10	5

Total – All Evaluation Points	**100**	90	80

*Evaluation Categories Described.pdf

ORIGINAL

SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP #2023R-001 Proposal Scoring Sheet

Committee Member Name (Printed): Joey Sanders

Committee Member Name (Signature):

Date Submitted: 10/04/2023

SELECTION CRITERIA* Evaluation Categories	Possible Points (Maximum Potential Points)	Proposer Company	
		Waste Management	Waste Pro
Letter of Interest	10	10	10
Summary of Qualifications	20	20	10
Approach of Methodology	20	20	10
Transition Plan	20	20	15
Total of Fees over Five-Year Period	20	10	20
References	10	10	5

Total – All Evaluation Points	100	90	70

*Evaluation Categories Described.pdf

ENTERED

SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP #2023R-001 Proposal Scoring Sheet

Committee Member Name (Printed): Juan Ruiz

Committee Member Name (Signature):

Date Submitted: 10/10/2023

		Proposer Company	
SELECTION CRITERIA* Evaluation Categories	**Possible Points (Maximum Potential Points)**	**Waste Management**	**Waste Pro**
Letter of Interest	**10**	10	10
Summary of Qualifications	**20**	20	20
Approach of Methodology	**20**	20	20
Transition Plan	**20**	20	20
Total of Fees over Five-Year Period	**20**	17	20
References	**10**	10	10
Total – All Evaluation Points	**100**	97	100

472 474

*Evaluation Categories Described.pdf

ORIGINAL

SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP #2023R-001 Proposal Scoring Sheet

Committee Member Name (Printed): Juan Ruiz

Committee Member Name (Signature):

Date Submitted: 10/10/2023

		Proposer Company	
SELECTION CRITERIA* Evaluation Categories	**Possible Points (Maximum Potential Points)**	**Waste Management**	**Waste Pro**
Letter of Interest	**10**	10	10
Summary of Qualifications	**20**	20	20
Approach of Methodology	**20**	20	20
Transition Plan	**20**	20	20
Total of Fees over Five-Year Period	**20**	17	20
References	**10**	10	10
Total – All Evaluation Points	**100**	97	100

*Evaluation Categories Described.pdf

ENTERED

SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP #2023R-001 Proposal Scoring Sheet

Committee Member Name (Printed): Timothy Crespo

Committee Member Name (Signature): _____

Date Submitted: 10/5/2023

		Proposer Company	
SELECTION CRITERIA* Evaluation Categories	**Possible Points (Maximum Potential Points)**	**Waste Management**	**Waste Pro**
Letter of Interest	**10**	10	10
Summary of Qualifications	**20**	20	20
Approach of Methodology	**20**	20	20
Transition Plan	**20**	20	20
Total of Fees over Five-Year Period	**20**	17	20
References	**10**	10	8
Total – All Evaluation Points	**100**	472 97	474 98

*Evaluation Categories Described.pdf

ORIGINAL

SOLID WASTE AND RECYCLING COLLECTION SERVICES
RFP #2023R-001 Proposal Scoring Sheet

Committee Member Name (Printed): Timothy Crespo

Committee Member Name (Signature): _____

Date Submitted: 10/5/2023

		Proposer Company	
SELECTION CRITERIA* Evaluation Categories	**Possible Points (Maximum Potential Points)**	**Waste Management**	**Waste Pro**
Letter of Interest	**10**	10	10
Summary of Qualifications	**20**	20	20
Approach of Methodology	**20**	20	20
Transition Plan	**20**	20	20
Total of Fees over Five-Year Period	**20**	17	20
References	**10**	10	8
Total – All Evaluation Points	**100**	97	98

*Evaluation Categories Described.pdf

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

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WASTE PRO
Caring For Our Communities

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSAL'S RFP 2023-001

1). Letter of Intent

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSAL'S RFP 2023-001

Theresa L. Gonzalez

Procurement Specialist
Village of Palm Springs, Procurement Division
226 Cypress Lane,
Palm Springs, Fl 33461

Re: RFP No. 2023R-001 Letter of Intent

Dear Ms. Gonzalez

Waste Pro of Florida. Inc, Is please to have the opportunity once again to provide the enclosed propsal for the Village of Palm Springs's Receycling collecion services. As your current recycling collection service provider, we have enjoyed a successful partnership with Village of Palm Springs's community poviding exceptional recycling services despite facing unprecedented challneges in the last three years.We are excited and look forward to successfully particpating in the RFP process and as such discussing opportunities to bring enhancements in the recycling collection program so that the residents can continue to enjoy, understand and grow their participation in the collection program. Our Southeast Regional Office Located in West Palm Beach is currently responsible for servicing the Village of Palm Springs in addtion to the following Municipalities;

Village of Royal Palm Beach 10,435 units	**11/2019 - present**	**2x Residential Garbage 1x a week Recycle. Single and multi-family units**	**Ocean Ridge 2x a week Residential Solid Waste 1x a week recycle s/f & multifamily weekly bulk**	**11/2019 To Current**	**Town of Haver Hill 2x a week sold waste 1x a week recycling 1x week bulk yard waste and commercial services**
SWA Palm beach County 72,060 units	02/13 - Present	2x Residential Garbage 1x a week Recycle. Single and multi-family units	City Of West Palm Beach SF- 23,289 units MF – 25,789	11/2016 – Present	2x Residential Garbage 1x a week Recycle. Single and multi-family units

Our Company Inforamtion is as follows:

Corporate Office
Waste Of Florida, Inc.
2101 West State Road 434, 3rd Floor
Longwood, Florida 32779
Phone: 407-869-800 Fax: 407-869-8884
www.wasteprousa.com
Contact: Kenneth Skaggs Regional VP
Kskaggs@wasteprousa.com

Local Office and Promary Contact
Waste Pro of Florida Inc.
7329 7th Pl N
West Palm Beach, Florida 33411
Phone: 561-688-8912 Fax: 561-688-8914
www.wasteprousa.com
Main Contact: Chris Schulle,Division Manager
cschulle@wasteprousa.com

Waste Pro warrants that the requirements of this project, as described in the request for proposal, its enclosures and all addenda have been reviewed. We have conducted all necessary due dilligence to confirm aterials facts upon which the propsal is based. Waste Pro will provide the services requested in the RFP in compliance with the terms of the Agreement, for the rates (prices,cost) submitted with our propsal. In the event Waste Pro of Florida Inc is the successful proposer, as Reginal Vice President, I Kenneth Skaggs of Waste Pro of Florida Inc would be able provide technical information and execute an agreement.

Reagrds ,

Kenneth Skaggs
Regional Vice President.

2). Summary of Qualifications

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Summary of Qualifications

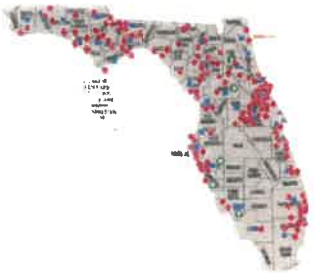
Creating a Hands-On Business Culture

By concentrating on customer service and employee satisfaction, Waste Pro has remained resilient during a tough economy during the past three years.



Waste Pro USA was founded in 2001 in Central Florida by John Jennings. To understand what is today, one of the fastest growing privately owned waste collection, recycling, and disposal companies in the U.S., it is important to understand family roots. Originally from Long Island, NY, many say Jennings has garbage in his blood. His father was in the waste business in New York and as a kid, Jennings worked on the trucks during the summers. During his career he has worked for, bought and sold a variety of waste collection and disposal businesses. Jennings has achieved legendary status in the industry due to his visionary business acumen, commitment to customer service, a keen focus on employee health and welfare and positive thinking.

Collecting and disposing of residential and commercial solid waste, Waste Pro USA is a company of 4,400 employees and has 90 operational locations in ten southeastern states' Florida, Georgia, North and South Carolina, Louisiana, Tennessee, Alabama, Missouri, Arkansas and Mississippi. It serves more than two million customers with 2800 vehicles and maintains 300 exclusive and long-term municipal contracts. Waste Pro also owns several state-of-the-art recycling facilities, including American Recycling in Atlanta, GA and in Birmingham AL, processing paper and plastic. In Atlanta alone, Waste Pro has implemented recycling programs at nearly 200 downtown commercial businesses and at the Atlanta Hartsfield Airport.



Highly decentralized, Waste Pro corporate offices are in Longwood, FL and the company has produced strong financial results almost since inception. It has been able to finance a significant portion of its growth from its own internal cash flow and bottom-line profitability. Waste Pro has been very conservative with borrowing and has one of the best debt-to-EBITDA (Earnings Before Interest Taxes Depreciation and Amortization) ratios in the industry.

Resiliency During Tough Economic Times:

The success of Waste Pro as a business has been recognized by banking institutions and financial investors. Prior to 2008, the firm's growth had been predominately organic winning new contracts versus buying businesses. Then, in 2009, a premier equity investor, Roark Capital of Atlanta, invested $100 million in the company. Interested in the environmental sector, Jeffery Kennan, President of Roark Capital, has experience with the solid waste and recycling industry while Waste Pro has an exceptional history of service excellence, rapid growth and a strong financial track record. As a result of the investment, Kennan has added both financial and



Industry knowledge by being one of the founders and former Chairman of the Board of IESI, a significant waste collection and disposal company. The influx of capital has enabled expansion through acquisition at a measured, yet energetic, pace throughout the Southeast.

Bob Hyres, Waste Pro's Executive Vice President, states that Waste Pro's long-term municipal contracts are "the heart of the business and result in Waste Pro's financial resiliency during recent tough economic times." Although the downturn in the construction markets nationwide has had a negative impact, Waste Pro was involved with recycling before the slump and has experienced a dramatic double-digit percentage growth every year in residential contracts and paper and plastic recycling which outweighs the lost income. Waste Pro, by design, has kept temporary roll-off business at a minimum. However, the increase in diesel fuel pricing has carved into operating costs throughout the industry because although fuel costs are much lower than the peak, they are double what they were in 2001 when Waste Pro started. "Even though the costs cannot be fully recouped, using fuel surcharges on individual invoices and fuel index price adjustments on large municipal contracts, a significant portion can be recovered," says Jennings.

A Hands-On Approach

Waste Pro's success is based on a culture that is hands-on, decentralized and values customers and employees. Jennings is in contact with every Regional Vice President on a daily basis and travels to local facilities very frequently. This mindset does help employee turnover and satisfaction because, as Jennings points out, when employees see the interest in the company and its staff by senior management, in turn, they are proud to see Waste Pro succeed.



In addition, all employees are eligible for an annual bonus for each year of seniority up to 10 years. Jennings is also proud to say that no other business offers drivers a $10,000 incentive for safe driving. "If any of our CDL licensed drivers have no accidents, injuries, property damage, vehicle damage or legitimate complaints for three years, they are recognized and rewarded through this program." Waste Pro also offers an ongoing employee safety training program, as well as ongoing training for technical skills, interpersonal skills, health improvement and a four-day annual meeting for corporate staff and management that involves extensive training.

Waste Pro's most outstanding achievement is customer service. Their ability to show municipalities and counties the benefits financially and from the service perspective of privatization has been a huge opportunity and a huge challenge. Jennings stresses, "We show our potential clients case histories of how we have provided smooth transitions from another vendor to Waste Pro and have improved service levels and reduced complaints. In addition, we offer service enhancements such as special event recycling, E-waste recycling, live online customer inquiry/complaint system with real local people to answer the phone and Waste Pro's hands on management." As a privately held company we are quicker to make decisions and do not have a long chain of command between senior management our employees and our customers. So far, the company has been successful in

Privatizing about eight communities in their market areas including the City of Hollywood, FL with 35,000 homes.

"One of our challenges moving forward is to acquire companies that share our culture," says Jennings. A classic example of meeting that challenge is Delta Sanitation of Mississippi acquired last year. "It is uncanny how much they resemble Waste Pro both physically and businesswise," Jennings explained.

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Waste Pro also participates in community organizations that includes Rotary Clubs, Boys & Girls Clubs, America Cancer Society, Habitat for Humanity, Toys for Tots as well as having its own community outreach service program, funded by employee contributions, that provides laptop computers for wounded veterans in VA hospitals.

Environmentally Responsible:


Benefits of Our Restored Trucks



Believing that the number one long-term challenge in the waste industry is environmental responsibility, Waste Pro is very green, committed to an environmentally friendly fleet operating out of green facilities. All of their trucks have an onboard oil recycling system (OPIS) installed to reduce oil waste, and a special armor covering on hydraulic lines to reduce spills and pollution. Each facility has an in-office recycling program and Waste Pro supports the green initiatives of the communities we serve. For example, in Bradenton/Sarasota, Waste Pro installed a solar collector system that provides approximately 80 percent of their electric power at its office/shop/yard with a three-to-five-year payback.



For now, Waste Pro will continue careful acquisition activities to make good use of the new capital available to them through a credit facility expansion. The company is also enhancing overall internal and external communications. A website upgrade will make it easier to access customer service information such as collection schedules, how to recycle, what to recycle and online payments.

"Moving forward, Waste Pro's culture and business model will not change as we continue to grow. We are awash in opportunity, financially strong and devoted to our customers and our employees," says Jennings.



As the current service provider in Village of Palm Springs, Waste Pro has absorbed valuable details of what is required to collect recycling in Village of Palm Springs. Our experience and understanding of the community **are an expertise that the other haulers do not have. We will maintain all schedules the same, eliminating transitional issues.**

This advantage in field experience in the city will allow for Waste Pro to deliver the "Distinguishable Difference in Service" that your residents desire and have come to expect.

Waste Pro's knowledge of your streets, customer needs, and unique service requirements eliminate transition related risks that other haulers will undoubtedly face as they attempt to meet the extraordinarily high service demands of your residents. Waste Pro has learned these lessons and is ready to implement improvements that will deliver that "Distinguishable Difference in Service" we are known for.

List of Current municipal /local governments 5 years plus:

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Contract Name Units Served	Dates of Service	Types of Service	Municipal Contact
City of Hollywood **34,879 units s/f m/f**	02/2009 - 2029	2x Residential garbage 1x Residential yard Waste 1xresidential recycling	Dan Millen Environmental Services Director City of Hollywood Ph. 954-967-4264
City of Miramar **32,111 units s/f and m/f**	05/2011 – 2027	2x a Residential garbage 1x a recycle Monthly bulk	Stephen Johnson Assistant CM City of Miramar Sejohnson@miramarfl.gov Ph. 786-255-5971
SWA Palm Beach County **72,060 units s/f and m/f**	02/13 – 2026	2x Residential Garbage 1x a week Recycle 1x a week yard waste 1x a week bulk	Paul Gonsalves Director of Customer Information Services PBC SWA Ph. 561-640-4000 Sgonsalves@swa.org
St. Lucie County **20,635 s/f and m/f**	2008 – present	2x Residential Garbage 1x a week Recycle 1x a week yard waste	Rebecca Olson Solid Waste Manager Port Saint Lucie County Olsonr@stlucieco.org 772-462-1827
Lee County Area **68,886 s/f and m/f units**	2017 – present	2x a week solid waste 1x a week recycling	Amanda Condomina Public Utilities Operations Manager Leon County Acondomina@leegov.com Ph. 239-8009
City of Pembroke Pines **39,000 s/f homes** **1200 commercial units** **600 industrial units**	05/2012 -05/2027	2x a week solid waste	Rose Colombo Contract Administrator rcolombo@ppines.com
City of **West Palm Beach** **40,000 + s/f and m/f**	11/2016- 10/2023	1x a week recycling	Leon Pinder Public Works Operations Manager City of West Palm Beach Lpinder@wpb.org Ph. 561-822-2078

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Working with our Municipal Partners

At Waste Pro, we clearly recognize that it is our dedicated employees who make us the leaders in the industry. Employees from all backgrounds bring excellent skills and new ideas to their jobs, and we value our talented team. As the current service provider in the Village of Palm Springs, Waste Pro has absorbed valuable details of what is required to collect recycling in the city. Our experience and understanding of the community is an expertise that the other haulers do not have. We will maintain all schedules the same, eliminating transitional

issues. This advantage in field experience in the city will allow for Waste Pro to deliver the "Distinguishable Difference in Service" that your residents desire and have come to expect.

Waste Pro's knowledge of your streets, customer needs, and unique service requirements eliminate transition related risks that other haulers will undoubtedly face as they attempt to meet the extraordinarily high service demands of your residents. Waste Pro has learned these lessons and is ready to implement improvements that will deliver that "Distinguishable Difference in Service" we are known for.

Project Name: City of Hollywood:
Waste Pro of Florida Inc, in 2009, transitioned the City of Hollywood Recycling and Sanitation Services in house services of 34,800 homes and multufamily units for 2x a week solid waste pick up , 1x a week recycling services, and weekly yard and bulk services. Approximately sixty percent of the services perfromed are completed in the alley way of the home. These alley ways are incredibly challenging and due to very confined spaces and maneuverability of our vehicles leave little room for error. We have worked with staff over the years and have been able to collabratiely work towards piloting areas where alternative methods of collections can occur safely and successfully.

Project Name: City of Miramar:
Waste Pro of Florida, Inc., in 2011 transitioned City of Miramar Recycling and Sanitation Services by way of an RFP process to service 32,800 homes and multufamily units for 2x a week solid waste pick up, 1x a week recycling services, and bulk services. This transition involved a complete comprehensive changeover to a new hauler, most notable was converting services over to automated from manual. This transition involved delivering 64 thousand carts, educating residents on new collection system and particpitating in community events to promote the new collection recycling method.

Project Name: Palm Beach County Area 1:
Waste Pro of Florida Inc, was awarded and began providng services in Palm Beach County in 2008. As Waste Pro established itself in Palm Beach County, customer and staff relationships developed with unparalleled service levels provided. Through the SWA procurement process, Waste Pro was once successfully awarded Area 1 of the SWA service area. Most notable on this award, was the transition to cart service. The transition was a great success with very little issues during the cart delivery process.

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Project Name: St. Lucie County

Waste Pro was awarded and began providng services in St. Lucie County from the existing hauler at the time in 2004. Services were 2x a week solid waste and 1x a week recyciling services. Through mutually aggreed renewals and collaborations, in 2013 Waste Pro and the County introduced 65-gallon cart recycling service with a successful roll-out.

Project Name: Lee County:

Waste Pro transitioned services in Lee County in 2010 from the existing competitor. Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process. Area 3 is comprised of 46,145 residential units and Area 5 is comprised of 22,741 units.

Project Name: City of West Palm Beach

Waste Pro transitioned services in City of West Palm Beach in 2016 through the City of West Palm beach procurement Process. This contract was won in a competitive RFP process. Waste Pro, in 2016 was awarded and began providing services in the City of West Palm Beach from the existing hauler of that time. Services were 1x a week recycling services. Waste Pro conducted a comprehensive route audit months prior to commencement of the contract, to gain knowledge only gained at the ground level. As a result, this transition was most succesful and with little to no service interruptions. Contract is currently ending on 09/30/2023, and new agerrement on 10/01/2023.

We encourage the Village of Palm Springs to reach out to your neighboring municipal partners regarding their experience with Waste Pro and reasons why they choose Waste Pro as their trusted service provider for their commuity and residents at large.



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From 80 operating locations in ten Southeastern states, Waste Pro today is managed by a highly experienced team of Regional Vice Presidents, Divisional Vice Presidents, Division Managers, and support staff. Headquartered in Longwood, Fl, a surprisingly lean senior management team is focused on one function: support the regions in administration, marketing, and operations. In 2018, Sean Jennings, son of our founder, was named President and in 2020 became our Chief Executive Officer. Also in 2020, Waste Pro veteran Keith Banasiak was named Chief Operating Officer.



Today, Waste Pro maintains exclusive contracts with more than 300 cities and counties in Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, and Tennessee. We serve more than two million residential customers and more than 100,000 businesses. Additionally, Waste Pro owns and operates Material Recovery Facilities in Atlanta, North Central Florida, and Sarasota-Bradenton. Waste Pro also operates more than a dozen construction and debris landfills that have been of critical help to communities rebuilding after major storms.



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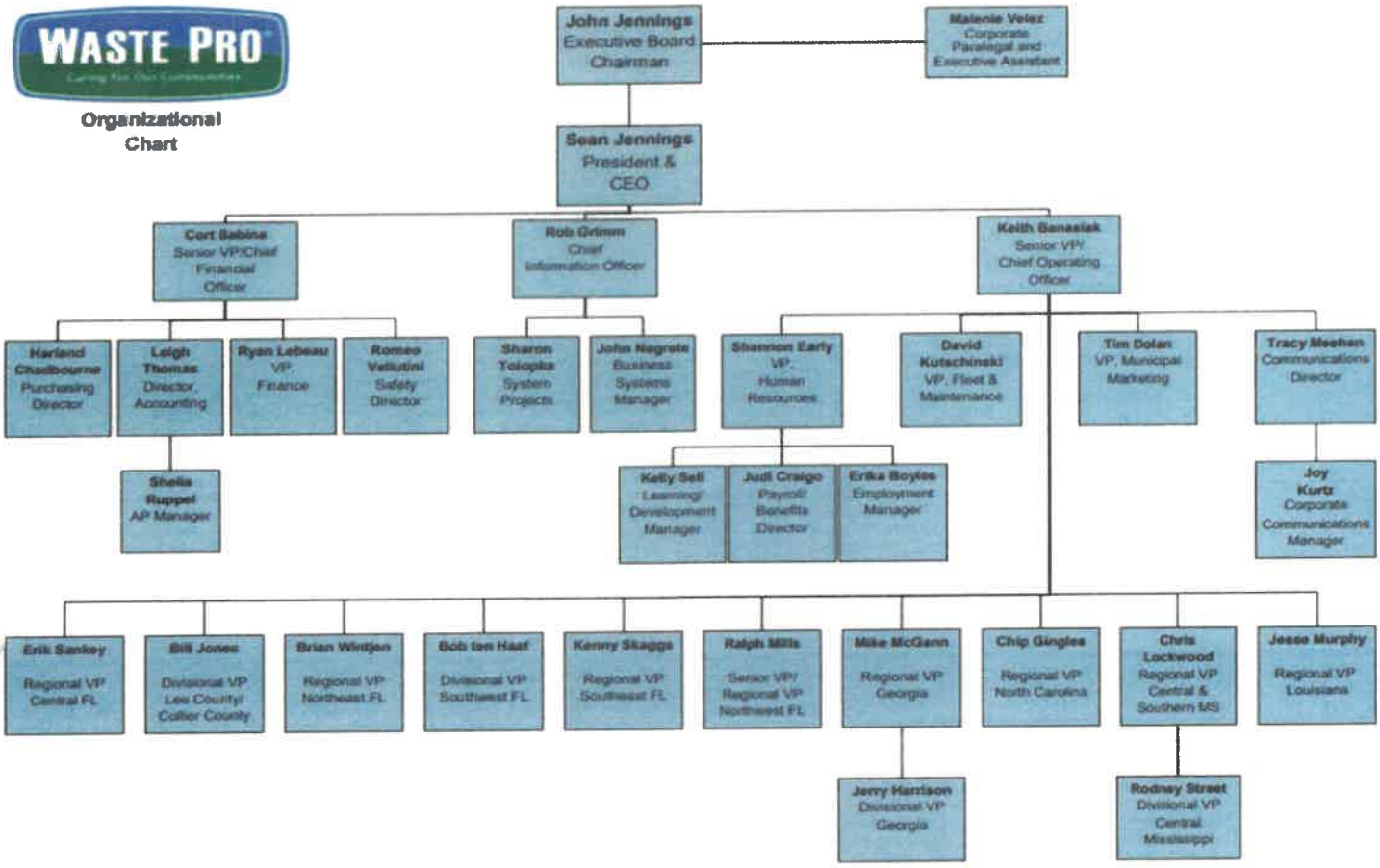
Waste pro encourages the Village of Palm Springs to review our Corporate Company Structure



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The Importance of Continuity in Essential Services: Solid Waste and Recycling in the Village of Palm Springs

In any community, certain services are deemed essential – ones that play a crucial role in maintaining the residents' health, safety, and well-being. Solid waste and recycling services sit squarely within this category. The consistent and efficient collection and processing of waste directly impact not only the cleanliness and appearance of the community but also public health, environmental protection, and overall quality of life. As such, any disruptions or unnecessary transitions in these services can have ripple effects that touch every corner of the community.

In the Village of Palm Springs, Waste Pro has, over time, established itself as a trusted partner in ensuring the smooth execution of waste and recycling services. Here's why the uninterrupted continuation of our service is of paramount importance:

- **Deep-rooted Understanding of Community Needs**: Every community is unique, with its own set of challenges, priorities, and preferences. Having served the Village of Palm Springs for a significant period, Waste Pro has developed an intricate understanding of what the community requires regarding recycling and waste disposal. It is not mere knowledge that can be transferred through manuals or training sessions; it's a deep-rooted familiarity cultivated through daily operations, resident interactions, and consistent feedback.



- **Preservation of Service Excellence:** The Village of Palm Springs residents have come to expect a "distinguishable difference in service" from Waste Pro. The very essence of this expectation stems from our track record of delivering quality, timeliness, and reliability. Introducing a new hauler, regardless of their reputation elsewhere, could pose a risk to this hard-earned service quality. Such a transition comes with the inevitable learning curve and the potential for missed pickups, schedule disruptions, and community dissatisfaction.

- **Seamless Enhancements and Innovations:** With our extensive field experience in the Village of Palm Springs, Waste Pro is not just maintaining the current standards but continuously looking for ways to enhance and innovate our services. Our familiarity with the community enables us to customize improvements that resonate with the unique needs of the residents without them having to start over with a new provider.

- **Financial and Environmental Stability:** Unnecessary transitions can lead to unexpected costs. These can stem from the termination of contracts, the onboarding of new vendors, and potential inefficiencies during the transition phase. Additionally, any waste collection and recycling inconsistencies might lead to environmental concerns, such as improper disposal or a temporary increase in landfill usage.

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- **Preservation of Trust and Confidence:** Trust, once established, is invaluable, but once lost, it is challenging to regain. Residents and community leaders have trusted Waste Pro to handle an essential service. Switching providers might shake this confidence, especially if the transition comes with bumps along the way.

- **Workforce Implications:** Waste Pro has a team dedicated to serving the Village of Palm Springs. These individuals are more than just employees; they are part of the community fabric, familiar faces that residents recognize. An unnecessary transition might disrupt their livelihood and, by extension, affect the community indirectly.



The saying, "If it's not broken, don't fix it," resonates when considering the potential impacts of changing a trusted service provider, especially one dealing with essential services like waste and recycling. With Waste Pro's unmatched understanding of the community's intricacies in the Village of Palm Springs, it's more than just a service provider; it's a partner in ensuring a clean, green, and satisfied community.

Making decisions based solely on cost, potential promises, or superficial considerations can overlook the benefits of consistency, trust, and tailored expertise. For the betterment of the Village of Palm Springs and the satisfaction of its residents, continuity with a proven partner like Waste Pro is not just a preference but a necessity.

Our local Waste Pro Division located at 7329 7th PL N, West Palm Beach, Florida, 33411, has successfulley operated and currently operates the Village of palm springs Recycling collection services from this location since 2019. This facility will house all of our management team including but not limited to all maintenance warehouses and vehicles along with support and day to day operations staff. This location also serves as the main regional hub for regional support staff who will also have support roles for project that includes reporting, recycing education, customer service, etc.



This location is the main facility that houses a total of 85 front line industry vehicles, with 8 maintenance bays, and a post/trip inspection bay made up of residential, commercial, industrial, maintenance and all operating departments needed to maintain a high quality of operating standards with the most safety consciousness minded staff on hand.

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Leading the Waste Pro of Florida Inc. Southeast Regional Team is:

Regional Vice President Kenny Skaggs:



New to the Waste Pro Team as of April of 2022 - 30+ years overall waste industry experience Kenny has worked in all areas of the solid waste and recycling industry beginning on the back of his father's truck in the 80's and working from the ground floor up with the largest hauling company in North America. As RVP for SE Florida, Kenny is responsible for the development, start up and management of seventeen (17) municipal contracts, which provides solid waste and recycling to over 250,000 homes, 7,000 businesses and generates annual revenue of over $100,000,000. "Coming to Waste Pro, I saw the opportunity be the leader I want to be, working on the frontline with drivers and technicians, meeting and providing excellent service to the residence and partners".

Christopher Schulle - Division Manager:
Village of Palm Springs Primary Contact
Contact no. (772) 216-4876



Chris is an expert in operational efficiencies and engages the workforce to ensure best practices. His knowledge of safety awareness programs has resulted in avoiding injuries and accidents in the communities where Waste Pro operates. Chris has successfully engaged with the Village of palm springs and county agencies to ensure customer engagement and resolutions are met with the highest level of professionalism and service.

Chris is a leader in promoting green efforts with a specialization in methods to increase community recycling. Chris will be responsible for the overall day to day operations in the Village of palm springs . All Waste Pro personnel assigned to work in the Village of palm springs will report to him.

- Oversees and manages all aspects of the hauling operations for the division in West Palm Beach.
- Formulates, manages, and monitors operating metrics while diagnosing and improving processes, procedures, operational and customer service performance.
- Participates in hiring, developing, coaching and disciplining of frontline employees (drivers and supervisors).
- Assists with the development, implementation, and coordination of Safety programs. Monitors routing information to minimize missed collections and customer complaints.
- Has fourteen (14) years with Waste Pro of Florida, Inc. And twenty-two (22) years of experience in the collection, disposal, sales and management of solid waste and recycling services, in the Southeastern United States.

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Tom mcmahon - Operations Manager
Village of Palm Springs Primary Contact
Contact no. (561) 248-3679



Tom will be the in-field operations manager that all waste pro drivers will report to. He will be responsible for all aspects of day-to-day operations in the Village of palm springs. Tom has experience in all lines of business in the waste industry and has worked in Palm Beach County for 15 years. He has been a supervisor for 10 years sharing his knowledge with his employees on the street and always has a professional manner with residents in the Village of palm springs. Tom will be accountable for the daily evaluation of the truck and manpower needs for the Village of palm springs collection contract as he has been performing since 2016 to ensure that all recyclimg routes are serviced scheduled and the routes are completed for the day.

Major focus for the Village of Palm springs Collection Services

- Directly responsible for the supervision of drivers and helpers and performance of daily operations.
- Greet drivers upon their arrival to the yard, ensuring that pre/post trips are conducted, talking with drivers/helpers to share key service, safety, and equipment issues. Plan routes and address special needs for the day. Communicate daily with drivers and helpers making them part of the Waste Pro team.
- Follow the routes to ensure that Waste Pro provides a Distinguishable Service Difference.
- Responds to dispatch calls or messages submitted via the Trac-Ez system. Addresses customer service requests, complaints, and inquiries by speaking with the resident or leaving a notice in their absence. Check on and pick up late put outs or missed pick-ups. Talk to the driver to clarify any unique requirements and to Make him/her aware of the situation for the same day's pickup. Interact with Village of palm springs contract manager representative. Perform route observations to ensure safety procedures are followed. Complete route observation reports and discuss observations with drivers and helpers including safety issues, customer calls, route cleanliness and truck appearance. Identify training needs and review with drivers. Maintain extra gloves/safety glasses, flyers, door hangers, pads, recycling bins and carts as applicable in vehicle.
- Share "decision driving" techniques and ensures that employees adhere to and are knowledgeable of Waste Pro service and safety guidelines.
- Drive or assist on routes to cover shortages or assist drivers/helpers who are behind normal schedule.

Sandy Beasley/Maintenance Manager
Contact no. (561) 688-8912



Sandy has worked as a fleet manager and maintenance manager for several sold waste companies. His experience in overseeing daily shop operations covers maintenance of garbage trucks, loaders, bull dozers, bobcats, and back hoes. Sandy currently manages the maintenance for all vehicles operating in Palm Beach County. Ten (10) years with Waste Pro, twenty-one (21) years of Solid Waste Industry Experience

Major focus for the Village of palm springs Recycling Collection Services

- Maintains an ongoing preventive/corrective maintenance program which sets the standard for service excellence
- Education of driver responsibilities as it relates to DVIR's, operation of fleet vehicles, and basic CDL requirements.

- Verifies implementation of required DOT, OSHA and EPA regulations and monitors conformance as required on an ongoing basis with Safety Lane Daily Requirements, Post Trip Inspection Lane requirements, Waste Pro's enhanced maintenance hydralic hose program, and all DOT Preventative Maintenance Required Programs.
- Coordinates efforts with local Safety, Corporate Safety and Regional Maintenance Manager. Maintains Fleet inventory/condition reporting, including out of service listing, matched to asset list.
- Responsible for implementation/monitoring of all fleet maintenance activities (e.g. Pre/Post pre-trip, safety lane, warranty recovery, tire standards, oil/lubricants, major component failure, and all new initiatives.
- Evaluates equipment performance and recommends modifications and/or alternate vendors based on maintenance/costing information.

Kenneth Rivera
Regional Business Development Manager Municipal Services
Waste Pro of Florida, Inc.
Contact No.: (954) 954-445-9214



Responsibilities Serving as the Contract Administrator.

- Maintaining a working relationship with the Village of palm springs and serving as a liaison for Waste Pro's participation in community-sponsored events.
- Consulting with municipal officials and community groups to foster key relationships and business partnerships.

Involvement in complaint resolution by town staff and elected officials.

- Utilizing his 15 years of experience with Waste Pro of Florida, Inc. And 30 years of waste industry experience to provide valuable insights and expertise.
- Demonstrating extensive knowledge of Customer Service Improvement and being well-versed in recycling incentive programs.
- Possessing firsthand knowledge of the Rewards for Recycling Incentive Program.
- Assisting Waste Pro in launching contracts throughout Broward and Palm Beach counties.

- **Experience:**
  Fifteen (15) years with Waste Pro of Florida, Inc.
  Thirty (30) years of waste industry experience.
  Kenneth Rivera, as the Regional Business Development Manager Municipal Services, plays a vital role in maintaining a strong relationship between Waste Pro and the Village of palm springs. He serves as a liaison for community events and consults with municipal officials and community groups to foster essential relationships and partnerships. Kenneth actively engages in resolving complaints, addressing concerns raised, Kenneth brings valuable expertise to the role.

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Josette Dorvilus

Division Office & Customer Service Manager Manager:



Ms. Dorvilus has been with Waste Pro for Eleven (11) years in various roles throughout her career. In the most recent career role, Ms. Dorvilus performs a critical component to not only Waste Pro but to the Village of palm springs. Her unique understanding of the Village of palm springs billing process removes any transition risk in this vitally important area. Equally as important is the role as the Customer Service Manager to quickly respond to any and all calls relating to recycling opportunities and service concerns through our 8x8 phone system that allows for metric driven customer satisfaction.

Major focus for the Village of Palm springs Recycling Collection Services

- Manage all administrative functions in the office and coordinate communications with the Village of palm springs as needed.
- Insure all residential and billing invoices to the Village of palm springs are accurate.
- Insure that all commercial accounts are set up in Waste Pro system and billing is correct.
- Prepare monthly reports for the City of West Palm Beach , monthly recycling tonnage reports, send out reports, etc.
- As office manager, Josette will be directly responsible for supervising the office administrative staff for billing, accounts receivable, collections, routing productivity and profitability.
- Customer Service Representatives report to her as well.

Eanvs Aubin

Village of palm springs Route Supervisor

Contact No. 561-703-8096

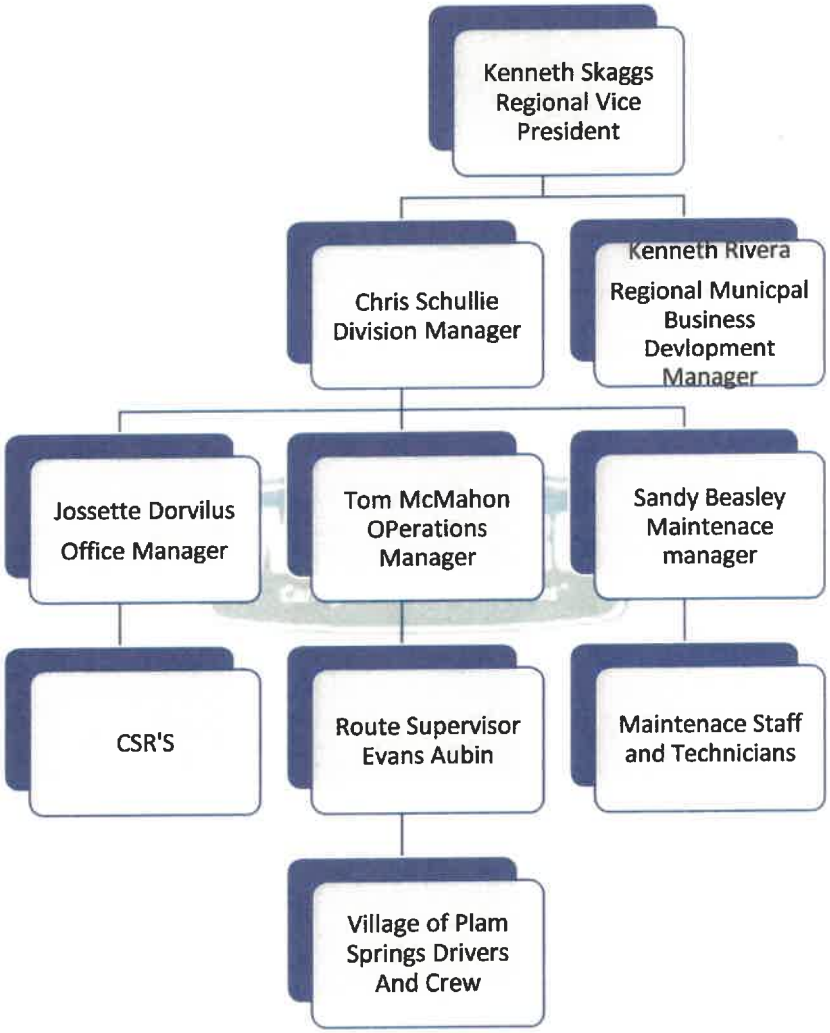
Leon Bivins began his career with Waste Pro in 2013 as a residential recyling driver. Through the years Leon demonstrated an unparrelled level of leadership not only amongst the customers that praised his level his service, notably it was his leadership amongst his collegues where Leons leadership skills excelled. As such, Waste Pro invested in Leon promoting him to his role route supervisor for the Village of palm springs. Leon will have a crew of up to ten (10) employees dedicated to the Village of palm springs.

Major focus for the Village of palm springs Recycling Collection Services

Supervise daily activities of residential drivers and helpers ensuring safe, timely, and cost effective
Delivery of contracted residential services in accordance with Waste Pro practices and procedures and
Applicable regulations. This position understands Waste Pro Core Values and applies principles of

- Positive leadership in supervision of drivers and helpers.
- Maintain an open line of communiction with city staff and their representatives.
- Proactively communicate all concerns, issues, opportunities with city staff and their representatives.
- Follow the routes to ensure that Waste Pro provides a Distinguishably Different level of service to customers. Respond to dispatch calls or messages submitted via the Trac-Ez system.
- Address customer service requests, complaints and inquiries by speaking with the resident or leaving a notice in their absence.
- Monitor large piles or appliances to ensure they are handled accordingly.
- Check on and pick up late put outs or missed pick-ups. Talk to the driver to clarify any unique requirements and to make him/her aware of the situation for the next day pickup.
- Interact with city or county government employees as needed.
- Perform route observations to ensure safety procedures are followed.
- Complete route observation reports and discuss observations with drivers and helpers including safety issues, customer calls, route cleanliness and truck appearance. Identify training needs and review with driver.
- Maintain extra gloves/safety glasses, flyers, door hangers, pads, recycling bins and carts as applicable in vehicle.

- Monitor driver's daily pre/post-trip inspections, address findings and ensure driver conducts proper inspections. Review all truck repair issues and address with shop manager to ensure mechanical issues are fixed. Participate in pre/post-trip inspections on occasion.
- Monitor driver time and attendance, completed route sheets, and compliance with DOT hours of service and Waste Pro regulations.
- Complete a weekly vehicle inspection on each vehicle assigned to route. Ensure vehicles are maintained in a clean and safe manner, blades are clear of debris and paper. Document and review findings with drivers/helpers.
- Review weekly demand/volume for routes and determine potential gains from re-routing.



VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALA RFP 2023-001

3). Approach and Metholodogy

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APPROACH AND METHOLODGY

The longstanding partnership between the Village of Palm Springs and Waste Pro presents an excellent opportunity for service enhancements without any transition risks. Through our established past collaborations, both entities can confidently introduce improvements to meet the growing demands of residents. They can ensure a competent and authoritative approach by leveraging their experience and adhering to industry best practices. Focusing on efficient waste management and customer-oriented solutions, the Village and Waste Pro can seamlessly elevate their services, setting a benchmark for other haulers and demonstrating their commitment to a sustainable and thriving community.

Single-Family

WastePro, as the Village of Palm Springs's current service provider, has a better knowledge of what is required to collect and dispose of solid waste, recycling, and bulk/yard waste than any other bidder.

WastePro is familiar with all the characteristics, such as which side of the street residents on corner lots place their waste and recycling carts, locating where every dumpster is, and the best time to service certain businesses.

Single Family Solid Waste Collection– Curbside Collection in Garbage Carts



All residential single-family homes will be collected three (3) times per week. Waste Pro proposes to keep all current service days, **Monday/Thursday**, **Tuesday/Friday**, Collection schedules as currently provided the same to ensure that everything will be clear for the residents. Waste Pro will continue develop balance routes on each collection day to adjust for seasonality volumes. Solid Waste will be collected at the curbside in95-gallon carts. If any solid waste placed at the curb does not conform to collection standards, the resident will be notified via a Non-Collection Notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.



The collection vehicle for this Solid Waste service will be performed with **Both Automated and Semi Automated vehicles 3 routes per service day**

Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with a minimal amount of noise and disturbance. All containers will be thoroughly emptied and returned to their original curbside location with lids properly closed prior to service. All solid waste collection vehicles will have one CDL class A or B licensed driver.

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All solid waste collection personnel will be full-time employees and will always be in company uniform. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on the vehicles.

Single Family Solid Waste Collection– Curbside Collection in Garbage Carts

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3 Routes	3 Routes	[redacted]	3 Routes	3 Routes	[redacted]

Single Family Recycling Collection –Curbside Collection

All residential single-family homes recycling materials will be collected one (1) time per week. Waste Pro proposes to keep all current service days, Monday, and Tuesday, the same to ensure that everything will be clear for the residents. Recycling will be collected at curbside in 18-gallon. If any recycling placed at the curb does not conform to collection standards, the resident will be notified via a Non-Collection Notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.



The collection vehicle for this recycling service will be performed with **(2) Dual Stream Split body Collection Vehicle** WastePro has 2 **(2) Dual Stream Split body Collection Vehicles**

Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with a minimal amount of noise and disturbance. All recycling containers will be thoroughly emptied and returned to their original curbside location before service. All recycling collection vehicles will have one CDL class A or B licensed driver. All recycling collection personnel will be full-time employees and will always be in company uniform. In addition, all recycling collection personnel will receive comprehensive safety and operational training before working on the vehicles.

Residential Recycling Collection Route Days	
Monday	**Tuesday**
2 Routes each day	**2 Routes each day**

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Single Family Yard Waste and Bulk Waste Collection -Curbside Collection



Our Bulk and Collection Program is a shining example of an expertly designed service initiative combining cutting-edge technology, specialized vehicles, and a solid commitment to sustainability. The success of the Waste Pro program lies in its meticulous planning and allocation of resources. **Three (3) vehicles, carefully selected to suit various yard and bulk waste collection needs, the program ensures that no waste goes unattended. The rear loaders, which are nimble and versatile, are perfect for navigating narrow residential streets and efficiently collecting debris from smaller containers. On the other hand, the clamshell trucks, with their large capacity and robust design, handle the daunting task of clearing bulk piles of yard waste and debris with ease**.



The technological backbone of Waste Pro's Yard and Bulk Collection Program is equally noteworthy. The program employs state-of-the-art route optimization and tracking systems to streamline waste collection operations. It is essential to ensure that vehicles are deployed efficiently and travel the shortest distance possible. Real-time monitoring and data analytics also enable swift adjustments to collection routes based on changes in waste generation patterns, ensuring that the program remains adaptable and responsive to the community's needs.



In addition to its environmental and logistical advantages, Waste Pro program stands out for its commitment to safety and compliance. Waste collection can be hazardous, but Waste Pro takes every precaution to ensure the well-being of its workforce and the public. Rigorous training programs and strict adherence to safety protocols are integral to the company's operations, minimizing the risk of accidents and incidents during waste collection activities.

One of the key advantages of the Waste Pro program is its zero-transition risk experience. Waste Pro has a proven track record of implementing successful collection programs without disruptions, ensuring a smooth and efficient waste collection process in the Village of Palm springs. With a customer-centric approach, Yard Waste and Bulk collection program prioritizes transparency and communication. Waste Pro engages in regular outreach and educational programs to raise awareness about responsible set out requirements. We also offer a dedicated customer service team that promptly addresses inquiries and concerns, fostering a positive and collaborative relationship with the community.

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Waste Pro proposes to keep all residents yard waste and bulk waste service days the same to ensure that everything will be clear for your residents caused by changing service days. Waste Pro has developed balanced routes on each collection day. Bulk and Yard waste will be collected at the curbside. If any bulk and yard waste placed at the curb does not conform to collection standards, the resident will be notified via a Non-Collection Notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.



Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with a minimal amount of noise and disturbance.

All bulk trash collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full-time employees and will always be in Company uniform. In addition, all collection personnel will receive comprehensive safety and operational training before working on vehicles.

Yard Waste and Bulk Collection Route Schedule	
Yard Waste Collection	**Bulk Collection**
Monday and Tuesday	**Thursday and Friday**
2 Routes each day	**2 Route each day**

Commercial Collection Service for Multifamily Complexes

All Multifamily solid waste collected in mechanical front load containers will be serviced at least two (2) times weekly. Any multifamily unit that has 96-gallon carts and requires cart collection will be integrated into the single-family residential collection routes. Waste Pro will provide all mechanical containers needed for all multifamily complexes. The mechanical container sizes available to multifamily complexes will range from one (2) cubic yard up to (8) eight cubic yards. They will also include front-load compactor dumpsters of the same size. Service day will be the same as the current schedule and will be approved by the customer.





All collections will be made between the hours of 7:00 a.m. and 7:00 p.m. and will be conducted in a manner that limits noise and disturbance. Drivers will be required to open and close all enclosures, close all lids, and lock mechanisms. All multifamily collection vehicles will have one class A or B driver who has received comprehensive safety and operational training before working on vehicles.

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Waste Pro will provide compactors to multi-family sites as needed. Compactors will be available to lease or purchase, and Waste Pro will service customer-owned compactors. Waste Pro will work with multifamily sites to establish the number of service days necessary to meet the customer's needs.

Proposed trucks for this service will be as follows.

Two (2) Frontload trucks will be used for multifamily containerized waste collection in The Village of Palm Springs.

Two (2) Frontload Trucks

- Autocar ACX64/EZ Pack 40 CY compaction body

One (1) Spare Truck-Diesel Fuel

- Mack MR613 McNeilus 40 CY Body from Waste Pro's spare truck inventory

NOTE: Multifamily Bulk Collection will be made by the same trucks that collect the single-family bulk waste. The multifamily bulk collection days schedule will correspond to the same days as the single-family bulk route collection days.





MULTIFAMILY RECYCLE- CONTAINERS & CARTS

All multifamily residential complex's recyclables material will be collected every week. 96-gallon carts will be supplied by Solid Waste Authority. All multifamily complexes utilizing 96-gallon recycling carts **will be integrated into the single-family residential recycling cart collection routes.** Before the start of the contract, Waste Pro representatives will visit all multifamily complex customers to inform them of the change in service companies and verify the number of recycling carts and establish a service day schedule.

COMMERCIAL BUSINESS - SOLID WASTE FRONTLOAD DUMPSTER COLLECTION SERVICE

All commercial businesses will receive garbage and waste collection via mechanical dumpsters at the commercial business sites a minimum of two (2) time a week, Restaurants, grocery stores, and other commercial customers that generate significant quantities of waste may receive up to seven (7) times weekly service.

Mechanical Dumpsters and Compactors-All commercial solid waste collected in mechanical front load dumpsters or front load compactor containers will be serviced by **Two (2) Frontload chassis with a 40 cubic yard EZ pack compaction body.**

commercial sites as needed. Compactors will be available to lease or purchase, and Waste Pro will service customer-owned compactors. Waste Pro will work with commercial sites to establish the number of service days necessary to meet the customer's needs.

All roll-off collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full-time employees and will always be in company uniform. Employees are released for duty once they have met all Waste Pro Way standards, and a checklist is signed off by the Division Manager, ensuring that the employee understands the expectations and service level requirements. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

DISPOSAL AND RECYCLING FACILITIES

Waste Pro will deliver all garbage, debris, bulky waste, bulk trash, construction and demolition waste, and source-separated materials generated and collected in The Village of Palm springs to the designated facilities in Palm Beach County.

DRIVER REQUIREMENTS

All Waste Pro employees are subject to a rigorous pre-employment screening process that includes background checks, MVR checks, and drug screening. Before starting work in Village of Palm springs, employees receive comprehensive safety and operational training, familiarizing them with their job duties and performance standards. For drivers, specialized training covers route layouts, collection requirements, and equipment usage. Moreover, they undergo "Coaching the Refuse Driver" training, participate in weekly safety meetings, and receive quarterly continuing education on safety.

The company emphasizes professionalism by requiring all drivers and supervisory staff to wear company uniforms with proper identification. These measures aim to ensure a skilled and responsible workforce that provides efficient waste management services in Village Palm Springs



The pre-employment screening process is vital as it helps filter out candidates with concerning backgrounds or substance abuse issues, ensuring that only reliable individuals are hired. The comprehensive training imparts the necessary skills and instills a strong safety culture, minimizing the risk of accidents and injuries.

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The focus on specialized training for drivers ensures they are well-prepared to navigate the city's streets and efficiently handle waste collection. "Coaching the Refuse Driver" training equips them with techniques to enhance their performance and safety on the job. Weekly safety meetings and quarterly continuing education further reinforce safety protocols and keep employees updated on best practices.

By requiring all employees to wear company uniforms and proper identification, Waste Pro fosters a sense of professionalism and accountability and helps the public easily identify authorized personnel during waste collection activities.

Waste Pro's thorough pre-employment screening, comprehensive training, and emphasis on professionalism contribute to a competent and safety-conscious workforce. These measures ultimately support their mission to deliver reliable and efficient waste management services in Village of Palm springs.



Training and Education:

Waste Pro invests in extensive training programs to ensure our employees are equipped with the knowledge and skills necessary to perform their duties safely. We provide regular safety training sessions, covering topics such as hazard recognition, defensive driving, equipment operation, and proper waste handling techniques.

Employee Engagement:

We actively engage our employees in promoting a strong safety culture. Through open communication channels, we encourage employees to report safety concerns, provide feedback, and actively participate in safety improvement initiatives. Our safety committees facilitate collaboration and continuous improvement.



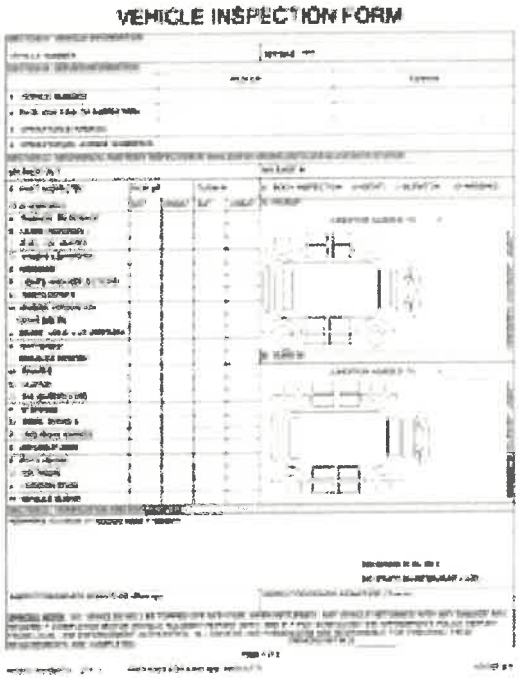
Safety Recognition and Incentives:

We recognize and reward employees who consistently demonstrate safe work practices. By acknowledging their commitment to safety, we create a positive reinforcement culture that motivates others to prioritize safety in their daily activities.

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Monthly FDOT Compliance Reporting:

Waste Pro is committed to regulatory compliance and transparency. We prepare monthly compliance reports in accordance with the Florida Department of Transportation (FDOT) regulations. These reports include:


VEHICLE INSPECTION FORM





Vehicle Inspections and Maintenance:

we meticulously document vehicle inspections, maintenance records, and repairs to ensure compliance with FDOT regulations. This proactive approach helps identify and rectify any issues promptly, ensuring the safe operation of our fleet.



Driver Compliance:

We maintain detailed records of driver qualifications, licenses, and certifications to comply with FDOT requirements. Regular audits are conducted to verify compliance and ensure adherence to safety protocols.

Prevention Measures:

Our SOPs outline preventive measures to minimize the risk of spills during waste collection and transportation. This includes proper securing and containment of waste materials and regular equipment inspections to detect and address potential spill hazards.

In the event of a spill, our SOPs provide clear guidelines on emergency response procedures, including containment, cleanup, and reporting. These protocols ensure that spills are addressed promptly, minimizing environmental impact, and protecting public health and safety. Waste Pro will proactively communicate with

the Village of Palm Springs and provide detailed recovery response until matter is completed. By adhering to these SOPs, Waste Pro maintains a high level of preparedness and ensures that

spills are handled swiftly and effectively, with minimal disruption to the community and the environment.

Our commitment to safety culture, investments in onboard real-time camera monitoring systems, monthly FDOT compliance reporting, and robust SOPs on spill and spill prevention demonstrate Waste Pro's dedication to providing a safe and environmentally responsible SOP plan will be provided upon request.

Waste Pro of Florida Inc. is committed to ensuring efficient waste management services by prioritizing resource availability. We have implemented strategies to maintain an adequate supply of resources such as waste collection vehicles, equipment, and trained personnel. By regularly assessing the city's solid waste and recycling collection needs and forecasting future requirements, Waste Pro aims to ensure uninterrupted service delivery.

Our extensive experience in the community has provided us with unparalleled knowledge and understanding of the specific needs and preferences of the residents. This unique insight enables Waste Pro to tailor their services in a way that no other company can. By actively engaging with the community and consistently seeking feedback, Waste Pro has gained valuable insights that have shaped their resource availability plan. This customer-centric approach sets Waste Pro apart and ensures that their services are finely tuned to meet the specific requirements of Village of Palm Springs. Waste Pro's comprehensive approach aligns with industry standards and best practices to meet the resource demands of Village of Palm Springs and community at large effectively. **See our attached Safety Program**.

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Residential and Multi-Family Route Table

Single Family Solid Waste Collection– Curbside Collection in Garbage Carts

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3 Routes	3 routes	No Collection	3 Routes	3 Routes	No Collection

Single Family Recycling Collection –Curbside Collection 18-gallon Bins

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3 Routes each day	3 Routes each day	No Collection	No Collection	No Collection	No Collection

Single Family Yard Waste and Bulk Waste Collection -Curbside Collection

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Yard Waste Collection 2 Routes each day routes	Yard Waste Collection 2 Routes each day	No Collection	Bulk Collection 2 Routes each day	Bulk Collection 2 Routes each day	No Collection

Routes - Commercial Services and Multi-Family with mechanical containers

COMMERCIAL BUSINESS AND MULTIFAMILY - SOLID WASTE FRONTLOAD DUMPSTER COLLECTION SERVICE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3 Routes	3 Routes	3 Routes	3 Routes	3 Routes	3 Routes

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Customer Service

Why Waste Pro's Customer Service Plan for the Village of Palm Springs is Second to None

When you think about top-tier customer service in the waste management industry, Waste Pro should immediately come to mind.

Here's why:

1. **Technological Prowess**: In the age of digital transformation, we are not lagging. Waste Pro has incorporated the 8x8 Virtual Office system - an advanced unified business phone and VoIP communications service. Ensuring clear, uninterrupted, and efficient communication with our customers.

2. **Commitment to Excellence**: Our promise to the Village of Palm Springs will be the "Distinguishable Difference." It is not just a slogan for us but a commitment. We have consistently demonstrated our dedication to unmatched service, and our current clientele and municipalities can vouch for our excellence.

3. **Efficient Communication**: Located at our West Palm Beach Customer Service Center, our team is equipped to cater to diverse communication needs. We are ready to serve you whether you speak English, Creole, or Spanish. And for easy access, we've provided a non-toll telephone service line, (954)633-2530, exclusively for our Palm Springs residents and businesses.

4. **Convenient Operating Hours**: We understand the importance of availability. Our lines are open from 7:00 a.m. to 5:00 p.m. Monday to Friday and from 8:00 a.m. to 12:00 p.m. on Saturdays. Moreover, our supervisory staff is accessible daily via cell phone.

5. **Human Touch**: There's nothing more reassuring than talking to a natural person. That's why, during regular business hours, you'll always be greeted by a local representative from our team.

6. **Prompt Response**: If you reach out after hours, rest assured that your voice will not be lost. Our voicemail system captures all messages, and by 9:00 a.m. the following business day, you'll have a response. When you contact us, our dedicated customer service representatives see your concern from beginning to end. And if the situation demands it, any management team member is on standby to assist.

7. **Open Channels of Communication**: Feedback is a gift. We welcome suggestions, concerns, and queries from our customers. Feel free to call or email us anytime. We aim to ensure that every interaction with Waste Pro leaves you with a sense of resolution and trust that any issue will not arise again.

With Waste Pro, residents of the Village of Palm Springs, you're not just partnering with a waste management service; you're embracing a culture of excellence, commitment, and unmatched customer service. We're here for you, always!

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The Offeror's web-based system for handling requests for service.

Record, Track and Verify Complaints-TRAC EZ-Waste Pro's method to 100% complaint resolution.
TRAC EZ is an on-line web-based system that was created and designed to help municipalities like Pompano Beach and Waste Pro to provide greater control and communication services to their residents. Streamlining and offering "Real Time" communication gives all parties the ability to resolve complaints and requests for services in an organized, timely and cost saving manner.



All complaints, compliments or requests are logged into our TRAC-EZ system and attached to the customer's account by our customer service reps. Any calls that come in when the local office is closed will be entered into TRAC-EZ within two hours after the office opens the next operating day.

Because all parties have access to this online program, residents, business owners, Pompano Beach staff and Waste Pro can access the information simultaneously to resolve issues or retrieve information. Additional benefits of this TRAC-EZ include:

·We provide this tracking system at no cost to the municipality through the www.tracezonline.com website. This site allows the Village of Palm Springs Staff and Waste Pro supervisors to track any issues from the time they are registered to the time they are resolved.



We can provide the Village of Palm Springs with customized reports for all issues, and they will have full access to our tracking system through TRAC EZ. Easy comparison of information by the day, week, month, and year Limits the follow up telephone calls because all parties are using the system. No expensive equipment is necessary for implementation. Login to the website is all that needs to be done.

Our system also allows us to add notes from the drivers such as "cart blocked by car" or "recycling not out" We track our customer service history and can attach pictures to the customer's account. The Village of Palm Springs would also have access to these photos.

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CAMERA SYSTEM-3rd Eye

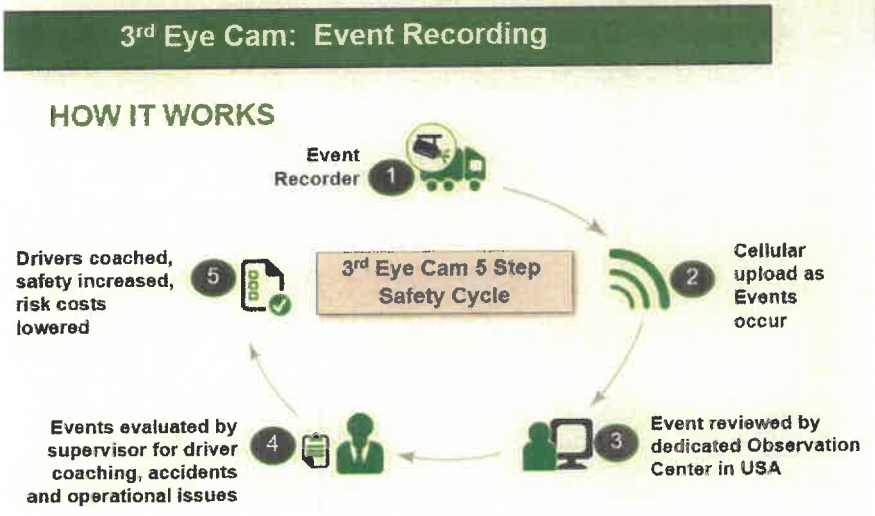
3Rd EYE GPS & CAMERA SYSTEM- Improving Customer Service



Waste Pro USA committed $3,000,000 for the initiative to originally install video cameras in all its residential and commercial waste hauling and recycling trucks, a project which Waste Pro implemented in phases. The project provided each truck with an onboard camera system, providing vantage points from each side of the vehicle, in addition to interior cab views.

FEATURES:

- Handle customer disputes in the Village of Palm springs with real-time information about where vehicles are located.
- Keep residents of the Village of Palm springs satisfied with prompt service and safe driving habits.
- Send specialty vehicles to the right locations in the Village of Palm springs for large item pickups.
- Get a real-time view of the fleet using any web-enabled device, including desktop, mobile devices, or tablets.
- Access historical views of trucks in the Village of Palm springs for up to 6 months after routes/trips, ensuring accurate route collection verification for residential, multifamily, and commercial services.
- Store collection event date, time, and latitude and longitude coordinates.
- Replay the breadcrumb trail of all historical routes in the Village of Palm springs.
- Verify service in the Village of Palm springs and receive notifications for predetermined geolocated customers.
- Locate service areas on maps for the Village of Palm springs.
- Utilize a series of video cameras mounted inside vehicles to provide HD video clips for service delivery in the Village of Palm springs, allowing for better driver accountability by route.
- Dispatch a new vehicle promptly in case of breakdowns.
- Ensure that drivers are accountable for their whereabouts while on the job.



VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Employees working for Waste Pro in the Village of Palm springs are now held accountable for each trip they take, following scheduled stops and more efficient routes. Waste Pro has significantly improved customer service by utilizing GPS devices to confirm employee visits. The GPS devices are equipped with unique software specifically designed for Waste Pro, enabling the input of daily activities and tasks. This database includes scheduled routes with detailed maps and tasks assigned to vehicles. Waste Pro can now accurately predict arrival times for our customers, resulting in high customer satisfaction.

The system allows for us to utilize the GPS for a day to show a trucks location at any time frame (max retention of 5 months of tracking). Each GPS trail provides the event number, date/time, driver, event triggered, address and latitude/longitude coordinates. As per the requirements in the RFP, Waste Pro will provide access and training to the 3rd Eye Mobile Vision software program. This program is free of any requirements for the Village of Palm Springs to install and support any back-office software for the collection and delivery of collection data. Waste Pro will ensure that onsite training is provided to Village of Palm Springs staff prior to the commencement of the contract and per the REP specifications.

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In today's digital age, the Internet has become the go-to resource for individuals seeking information, products, and services. We often turn to online platforms for convenience and to make informed decisions based on feedback and ratings from fellow consumers. It is no longer just about what businesses say about themselves; it is about what their customers say about them.



Waste Pro has recognized this transformative shift and has proactively worked to ensure that we provide top-tier services and maintain a solid online reputation. How have we done this? The answer lies in the feedback loop of Google Reviews, one of the most trusted online platforms for user feedback.

When residents of Palm Beach County County search for waste management services, they are met with many options. But among these, Waste Pro stands tall, setting the gold standard in customer satisfaction. We do not make this claim lightly; Google Reviews, a democratic and transparent platform, has highlighted us as the leading service provider based on direct feedback from our customers.

Waste Pro's Exceptional Service

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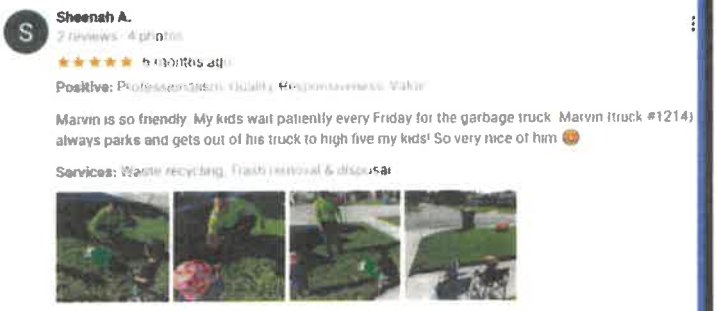
VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Why This Matters for Palm Springs Village

1. **Informed Decisions:** When a company consistently receives high scores on Google reviews, it indicates its commitment to excellence. Palm Springs residents can confidently make decisions, knowing they rely on a service that has been tried, tested, and approved by many before them.



2. **Prompt Issue Resolution**: High scores are often a result of not just doing things right but promptly correcting them when they go astray. When issues arise, you can trust Waste Pro to address them swiftly and satisfactorily.
3. **Constant Evolution**: companies must continuously evolve and adapt to changing consumer needs to maintain a high rating. Waste Pro's exceptional Google review score is a testament to our ability to listen, learn, and improve.

Palm Springs Village deserves the best, and we believe Waste Pro, as evidenced by our outstanding Google reviews, is well-equipped to deliver just that. We take pride in serving our community and promise to uphold the trust you place in us.

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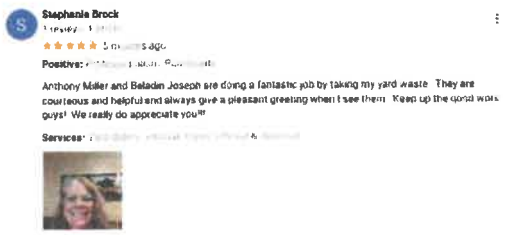
A Testament to Excellence: Community Voices on Waste Pro's Outstanding Team



When we talk about Waste Pro's reputation, it is a reflection of our services and a testament to our dedicated and exceptional team. But do not just take our word for it. Let the voices of the community paint the picture. Across the community, there is a resonating chorus of appreciation and respect for Waste Pro's team. Their dedication to their roles, care in every task, and unwavering commitment to ensuring the best for our community is consistently highlighted. Whether a routine pick-up or a complex waste management challenge, our team approaches every task with professionalism and a can-do attitude.

Residents have often commented on the team's punctuality, approachability, and genuine concern for the environment and the community's well-being. It's about performing a job and making a positive difference daily. Our team's rapport with community members speaks volumes about their interpersonal skills and the value they place on building and maintaining trust. Time and again, we have received feedback about the team going above and beyond, often taking those extra steps to ensure that the community's waste management needs are met without a hitch.

Waste Pro stands out in an industry where the human touch can often be overlooked, and the reason is apparent: our exceptional team. Their dedication, passion, and commitment have been instrumental in crafting the sterling reputation Waste Pro enjoys today.

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Front-load dumpster sizes available to commercial accounts will range from (2) two cubic yards up to (8) eight cubic yards and include compactor containers of the same size if needed. The commercial account that utilizes a 96-gallon solid waste cart will be integrated into the residential cart collection routes.



Waste Pro will provide compactors to commercial sites as needed. Compactors will be available to lease or purchase and Waste Pro will service customer-owned compactors. Waste Pro will work with commercial sites to establish the number of service days necessary to meet the customer's needs.

All commercial collection vehicles will have one CDL class A or B licensed driver and one helper. All collection personnel will be full-time employees and will always be in company uniform. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

COMMERCIAL BUSINESS-SOLID WASTE AND RECYCLING ROLL-OFF CONTAINERS/ COMPACTORS



Commercial businesses may receive solid waste and recycling collection service via mechanical roll-off open-top containers or compactors at their commercial site. Restaurants, grocery stores, and other commercial customers that generate significant quantities of garbage may receive up to seven (6) times weekly service.

Roll-Off **Containers and Compactors**-All commercial solid waste collected in roll-off open top or compactor dumpsters will be serviced by One **(1) Mack 64BR Galbreath hoists**.





Container and compactor sizes available to commercial accounts will range from (10) ten cubic yards up to (40) forty cubic yards.

All collections will be conducted in a manner that limits noise and disturbance. Drivers will be required to open and close all enclosures and locking mechanisms. Waste Pro will provide compactors to

WASTE PRO

Caring For Our Communities

Safety Lane Handbook

Driver Vehicle Inspection Report

Pre/Post Trip Procedure

Effective 9/01/2011



MOTTO: Safety begins with me!

Driver Vehicle Inspection Report (DVIR):

Importance:

Inspection of vehicles promotes safety within our organization and to the general public. Well executed Safety Lane practices reduce overall costs, ensure vehicles are road worthy, improve route productivity, and support our core values.

Federal Law:

49 CFR 396.11 requires all commercial drivers conduct a pre and post trip inspection of their vehicle at the beginning and ending of their work day. Drivers are required to report any defects or deficiency on the vehicle.

DVIR Form:

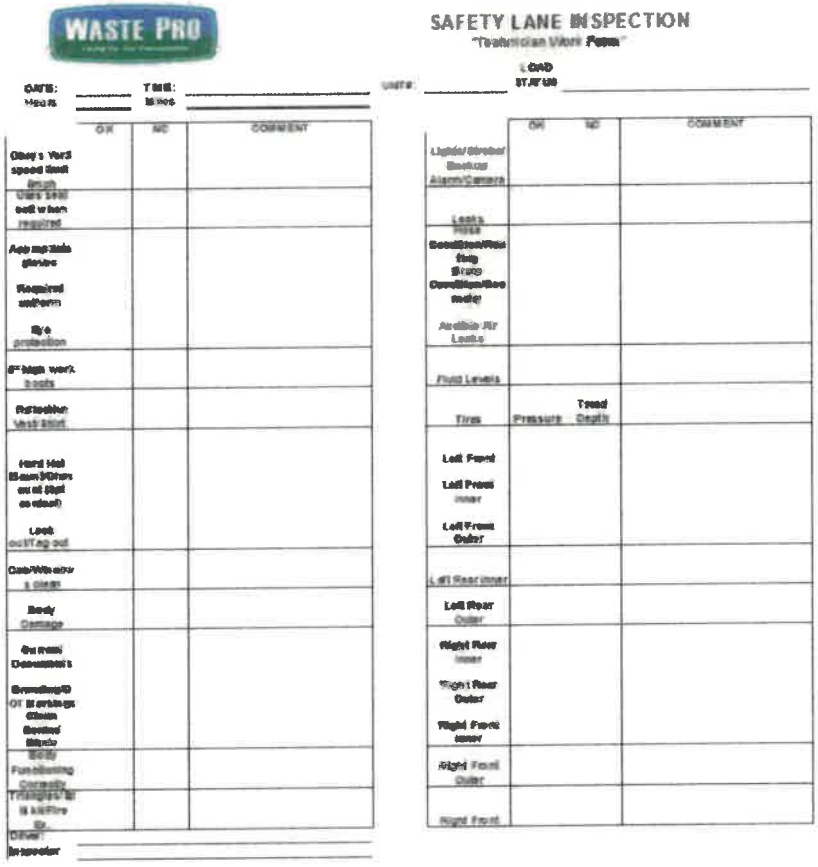
The driver must complete the DVIR Post and Pre trip inspection form and check each box in the Vehicle Condition Report individually with the following markings:

- ✓ Indicates no defects
- × Indicates found defects

NA Indicates not applicable (No other markings are to be entered in this area).

Technician Responsibilities:

Lane Technicians are required to be on the lane during inspections. They are to complete the "Safety Lane Inspection" form and attach it to the drivers DVIR form.


WASTE PRO

SAFETY LANE INSPECTION

"Technician Work Form"

DATE: _____ TIME: _____ UNIT#: _____ LOAD STATUS _____

Hours _____ Miles _____

	OK	NO	COMMENT
Obey's Yard speed limit Brush			
Uses seat belt when required			
Appropriate gloves Required uniform Eye protection			
8" high work boots			
Reflective Vest Shirt			
Hard Hat Beam/Other [illegible] Lock out/Tag out			
Cab/Windows clean			
Body Damage			
Overall Conditions Grounding/DOT Markings Clean Bonded Blade			
Body Functioning Correctly			
Triangles/Bit & kit/Fire Ex.			

Driver Inspector _____

	OK	NO	COMMENT
Lights/Strobe/Backup Alarm/Camera			
Leaks			
Hose Condition/Routing Brake Condition/Boomerang Audible Air Leaks			
Fluid Levels			
Tires	Pressure	Tread Depth	
Left Front Left Front Inner Left Front Outer			
Left Rear Inner			
Left Rear Outer			
Right Rear Inner Right Rear Outer Right Front Inner			
Right Front Outer			
Right Front			

Supervisor/Division Managers Responsibilities:

Division, Operations, and Maintenance managers are required to be present on the Lane periodically to ensure compliance.

Tools at Lane Station:

-Flash light
-Tread depth gauge
-Tire PSI gauge (Adjustable)
-Paper towel
-Windshield cleaner
-Hand held Temp Gun
-Stapler
-Tire Crayon
-Fluid, Washout Tank
-Stop Watch
-Clip Board
-Surveyor Tape

Prior to beginning an inspection ensure the vehicle is properly secured!!!

Securing the Vehicle:

When leaving the vehicle unattended in the Safety Lane the driver must do the following:

- Shut off the engine
- Key given to Lane Inspector
- Park on level ground
- Engage parking brake
- Place Wheel Chocks
- Disconnect battery
- Release stored energy hydraulic and air pressure as related to the inspection

Drivers/Helpers are not to enter underneath the vehicle during an inspection.

Operating Systems:

Check that instruments and gauges are working properly for both chassis and body functions.

With engine **ON** confirm that oil, coolant and fuel are in normal operating ranges. Pay particular attention to "Regen Stage" (if applicable).

- Observe- excessive engine noise or smoke.
- Check transmission fluid level with engine running.
- Regen if required prior to leaving the yard.

With the engine **OFF** verify engine oil level, coolant level and power steering level.

Steering Wheel- play should not exceed 30 degrees or approx. 4-5 inches.

Ensure seat belt is not frayed and in good working condition, must be orange or have an orange cover.

Confirm that safety devices are in good working order.

- Back up alarm
- Indicator lights, chassis and body
- Tailgate indicator lights/alarm

Station 2:

Left side of cab and body



Check for damage to the side of cab or truck body.

Check truck decal appearance and ensure they are clean and secure- Note if faded or torn.

Check mirror position, condition and mount. Note if mirror is eroded or hazed preventing proper vision, heat/ power motor operation.

Check step for dent, damage and secure.

Check the air tank and ensure it is drained daily.

Check all component mounting bracket/straps.

Inspect Hub and Rim:

- **Check for-**
  - Hub oil leaks or damage
  - Loose lug nuts
  - Cracks, bent or damage rim



Suspension:

Check the springs, hangers, U bolts.



Station 4:

Right side of the cab and body



Ensure the fuel tank is securely mounted, with no damage, leakage and has the proper amount of fuel.

Check exhaust to ensure it is secure, no leaks and not coming in contact with hoses or wiring.

Check brakes for air leaks and condition of brake chambers.

Under Chassis Inspections:

Under chassis inspections are to be performed on each line on business equipment a minimum of once each week by an authorized mechanic/technician. No other Lane personnel are allowed under the chassis.

From Front to Rear check the following:

- ✓ Engine, general inspection
- ✓ Suspension & Steering
- ✓ Transmission mount, leaks, breather
- ✓ Drive line and bracket supports
- ✓ Hydraulic hose routing, leaks, rubbing
- ✓ Wiring routing, rubbing
- ✓ Axle and Differential, leaks, breather
- ✓ Brakes, drums, slack adjuster
- ✓ Tires
- ✓ Rear body mounts

Technician is required to wear appropriate safety items while performing the inspection.

Affiliated Policies and Procedures:

Vehicle Repair and Maintenance:

Only authorized personnel may repair or maintain vehicles and equipment. Unauthorized employees may not work on, repair, modify, and disable company equipment.

Road Calls:

When a breakdown occurs the driver must immediately report the issue to a Supervisor. Driver must also park the truck in a safe location and deploy the appropriate safety device i.e. triangles, spill kit and emergency flashers.

Lockout/Tagout:

Only authorized personnel may lockout/tagout vehicles and equipment in accordance with Federal Regulations. No unauthorized personnel may operate the equipment once it has been lockout/tagout.

Entering and Exiting the Vehicle:

Employees must maintain three points of contact (combination of hands and feet) when entering and exiting the vehicle. This applies to the cab and riding step.

All Employees Must:

- face the vehicle when entering and exiting cab
- ensure the step is free of debris
- ensure hazards are identified, have sure footing and a secure grip
    - Hazards include but not limited to slippery surfaces, unleveled ground, and objects
- not jump on/off vehicle
- set parking brake

NOTES

f) Emergency Procedures
g) Fire Emergencies
h) Spills

III. Driver Training Center (Commercial Driver 5-Day Training – Orlando or Atlanta)

a) DOT Regulations for Commercial Motor Vehicles
b) Introduction to Waste Vehicles
c) Commercial Vehicle Inspection
d) Smith System Space Cushion Driving – Preventing Accidents and Injuries
e) Proper Reporting of Accidents and Injuries
f) Preventing Heat Stress
g) Identifying and Responding to Different Types of Vehicle Fires
h) Driving in Adverse Weather and Conditions
i) Skills Course Driving & Testing

IV. Field Training

a) Operations Paperwork
b) Safety Lane
c) Familiarization with New Route
d) Driving and Training with Driver Mentor

DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under applicable State law as outlined in Addendum A.

OSHA Requirements

The federal government has outlined requirements regarding safety that businesses must follow, with special requirements for specific industries or exposures. The applicable OSHA regional office should be contacted for consultative assistance in these areas if any special hazards exist.

Hazard Communication Program

In many of our operations, we have employees exposed to hazardous materials. OSHA has outlined a program of Right-To-Know or Hazard Communication. The program is contained in this document and makes up part of our total Safety Program. Each location must have this

Hazard Communication Program in place, use it, do the necessary training, and keep the necessary records of hazardous materials in the workplace and related training.

EMPLOYEE TRAINING

Employees must be educated in their responsibilities relating to loss control. They must see the need and have the desire to implement the safety procedures set by senior management.

Active employee participation in the loss control program will benefit management by:

- Producing a reduction in losses
- Increasing employee morale and reducing turnover
- Providing management with insight into safer procedures and better efficiency through employee suggestions

All operations should have a planned employee training program to include initial education and refresher training. Specific subjects for employee training must be determined on an individual location basis, but should at a minimum include the following:

Hazard Communication

Training will be done on hazard communication per our HazCom Program included as a part of this Safety Manual and per the requirements of OSHA. This training will be done for all hazardous materials upon hiring, when a change in hazardous materials occurs, and annually for refresher training. All employees will be part of this training, which will be conducted by supervisors and managers.

Safety Meetings

Safety meetings will be held weekly and used as the primary source of employee training.

These meetings will each have a specific topic of training for employees designed and delivered by the regional safety manager and the regional safety trainer.

Safety Equipment

All employees who are required to use any special safety equipment in their job will receive entry training and annual refresher training in the safety equipment and the hazard making the equipment necessary. This will be done in conjunction with our HazCom Program. The safety equipment will include, but not be limited to, eye protection, hearing protection, hard hats, safety shoes, etc.

Altering and/or tampering with any safety equipment will be considered a serious violation of company policy and will be grounds for disciplinary action up to and including termination.

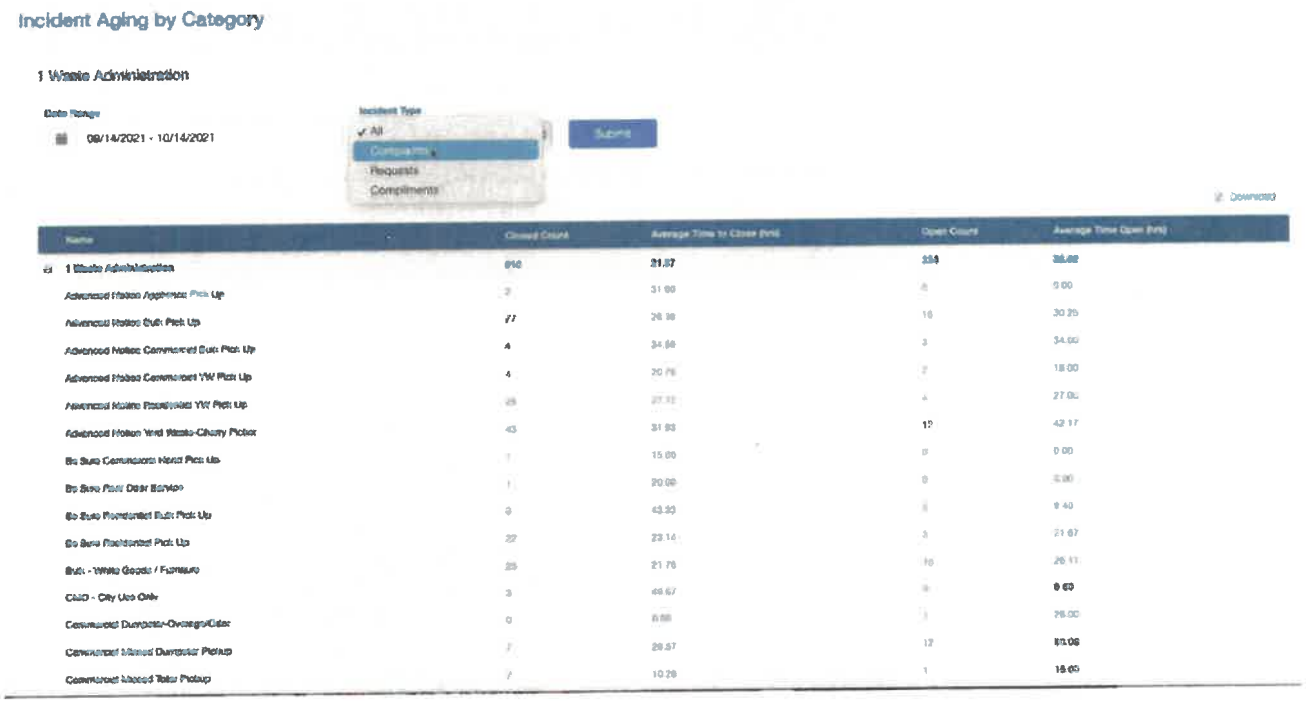
Safety Rules

Upon hiring, every employee will be trained in the safety rules of Waste Pro and their specific job. This will be done in employee indoctrination, which will be conducted by managers prior to allowing the employee to enter the job area. Thereafter, specific safety rules will be discussed in weekly safety

Unit 9
Incidents Aging by Category



The Incidents Aging by Category worksheet will give the option to select a specific date range and incident type.



The resulting report will give the average length of time it has taken to close an incident and also the average time it remained as an Open Incident before action was taken.



This report can be downloaded into an excel spreadsheet.

All moving machinery that presents a hazard to employees in its proximity must be adequately guarded. Any removed guard must be replaced before the machinery is returned to operations.

Smoking and Tobacco Products

Effective January 1, 2014 Waste Pro is a smoke-free workplace, and the use of any tobacco products is prohibited on our properties or within our vehicles.

Jewelry

Jewelry is permitted to be worn only when it does not present a hazard to the employee. Any employee operating moving, or rotating machinery shall not wear rings or bracelets. No jewelry that is offensive to other employees will be tolerated.

Hard Hats

Hard hats will be used when required while working outside a vehicle at landfills and at any industrial plant locations or at any other location where the wearing of a hard hat is required.

Eye and Face Protection

When required, safety glasses are to be used. All safety glasses must meet the ANSI Z87+ Standard

Noise Protection

We will adhere to OSHA regulations on noise exposure. Testing will be conducted to ensure compliance.

Vehicle Regulations (see Driver Training and In-service Training section)

- Any person operating a Company vehicle will have a valid driver's license and will demonstrate his/her ability to operate that vehicle safely.
- Any employee operating a truck with gross weight over 26,000 pounds is required to have a CDL and comply with the requirements of that license.
- Drivers must observe and adhere to all posted speed limits.
- Personnel will not board or exit a moving vehicle.
- Keys are to be removed from a vehicle every time the operator is not in the vehicle.
- Everyone riding inside a Company vehicle must wear a safety belt and be in their own seat.
- A fire extinguisher shall be standard equipment on all vehicles.

Foot Protection

Whenever any employee is working in an industrial environment that requires special foot protection, that employee shall wear the approved footwear. A minimum of a six-inch boot will be worn while working on a Waste Pro truck. Footwear must meet the ANSI.Z41 standard.

Employee Visibility

Whenever employees are in the yard, at post-collection facilities, working on or near roadways, parking lots, or near any moving vehicles or machinery, they must wear Hi-Viz Vests or Clothing that meets the ANSI Class II Standard.

General

All employees must always follow all safety rules, whether those rules were communicated to the employee in writing or orally. When any employee is at a location other than our office building, that employee shall follow all the safety rules of that location. It shall be the responsibility of the employee to determine if any special safety rules apply where he is working.

GENERAL SAFETY RULES AND REGULATIONS SPECIFIC RULES AND DUTIES OF ALL EMPLOYEES

Reporting Unsafe Conditions

It is the responsibility of every employee to report immediately to his/her supervisor the following unsafe conditions:

- Equipment, motor vehicles, plant or property owned, leased, or operated when the condition may put the safety of an employee, other employees, or the public in danger.
- Any operation or practice being carried out when such an operation or practice may cause harm to the safety of the employee, other employees, or the public.
- Any operation or practice being carried out by others that may jeopardize the safety of an employee performing his/her duties.

Any unsafe conditions are to be reported to your supervisor immediately. If you feel that corrective action is not being taken, then you should notify, in writing, the upper management.

Observe Rules and Regulations

Managers and supervisors shall make certain that employees observe and obey every rule, regulation, and order necessary to conduct safe working conditions, and shall take the appropriate action to assure compliance. Failure on the part of the employee to adhere to our safety policies will result in disciplinary action or termination of employment.

Accident Reports

Only those accidents arising out of and in the course of employment are covered by Workers' Compensation insurance.

Every personal injury must be reported to management. The standard procedures are as follows:

- Supervisor of injured employee will notify the management immediately about any incident, with details.
- Supervisor on the job will fully complete, for any personal injury, a "Report of Injury Form" to be given to management before the end of the same workday of the injury.
- Managers will investigate all incidents and accidents.
- The managers and all witnesses will write a complete summary of accidents and incidents leading up to the accident, sign it, and turn it in before the end of the workday.
- The injured person's written statement will be completed within 24 hours, or as soon as possible.
- A full investigation with a report on recommendations should be completed within seven (7) days from the time of the incident.

Any employee involved in or at the scene of an accident shall **NOT** accept any responsibility or blame or discuss with anyone the details of the incident, except with his supervisor or a representative of his supervisor, the insurers, or proper governmental authority. It shall be the responsibility of the supervisor or manager to conduct communications with others.

Medical Facilities

Medical facilities will be available for all injured workers via the 911 system and by transport in management vehicle by a supervisor. CPR and first responder personnel will be always available at all sites, either within the Company or from nearby medical facilities. The location, address, and telephone numbers of available emergency personnel will be posted at every work site.

LOSS CONTROL POLICY STATEMENT

The management of Waste Pro USA is committed to providing employees with a safe and healthy work environment. It is the policy of Waste Pro USA that employees report unsafe conditions and do not perform tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against employees who willfully, recklessly, or repeatedly violate workplace safety rules.

This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation, and maintenance of our workplace safety has been assigned to the:

Corporate Safety Director - Telephone: 407-869-8800

Senior management will be actively involved with employees in establishing and maintaining an effective safety culture. Our corporate safety specialist and other members of the management team will participate in ongoing safety and health program activities, which include:

- Promoting health and safety and committee or group participation
- Providing safety and health education and training; and
- Reviewing and updating workplace health and safety rules.

This policy statement serves to express management's commitment to and involvement in providing our employees a safe and healthy workplace. This workplace Safety Program is incorporated as the standard of practice for Waste Pro USA.

Compliance of all safety rules will be required of all employees as a condition of employment.

NO SCRAPPING POLICY

Waste Pro is committed to providing the most professional waste collection and removal service possible. All employees are expected to respect the rights and privacy of customers and all materials placed for disposal must be disposed of in a professional manner.

It is a volition of company policy to go through waste materials and remove items for scrapping as it is unsafe and waste may be owned by the municipality and have disposal value.

Material placed in containers or at the curb for recycling is the property of Waste Pro or the municipality we are contracted with and must be delivered to the designated recycling/disposal facility. Removal of materials for personal gain is unlawful and will be considered theft.

Scrap material found on or in work vehicles will be considered evidence of scrapping, and employees are subject to disciplinary action up to and or including termination.

SEAT BELT POLICY

Occupants of Waste Pro vehicles or vehicles used for Waste Pro business must wear a seat belt at all times. Seat belts are required and are to be used for every passenger in the truck. Drivers are not to leave the yard without a seat equipped with a seat belt for everyone in the truck. Drivers are to use seat belts when traveling to and from disposal sites, to and from the route and when the truck speed exceeds 10 mph or travels more than 2/10 mile.

WASTE PRO INCIDENT POLICY

I. **Purpose:** This policy is to classify incidents which have resulted in or had the potential to cause personal injury or serious property damage. It also establishes the guideline for administering discipline in a fair and consistent manner. Waste Pro will use a combination of training and progressive discipline to enforce the safe operational policies and procedures. All incidents will be reviewed on a case by case basis and a determination of chargeability will be made by the Regional Safety Manager, Human Resources Manager, Division Manager, and Regional Vice President when necessary.

II. **Category of /Incidents:**

- **Coachable Event** – Observed unsafe behavior identified via route observation, "Third Eye" camera system or supervisor observation. Coachable events are intended to improve driver awareness and performance.
- **Minor Event** – A preventable incident that caused or had the potential to cause property damage but did not have the likelihood to cause serious injury.
- **Serious Event-** A preventable incident that caused or had the potential to cause property damage and which caused or may have caused serious injury to a person.
- **Major Event**- A preventable incident that caused significant property damage or had the likelihood to or did cause serious personal injury. This will include all incidents in which multiple vehicles are involved and vehicle roll overs.

III. **Disciplinary Actions:** Any employee found to be "chargeable" for an incident will be subject to the disciplinary actions and remedial training as listed below. All incidents are subject to disciplinary action up to termination of employment. An employee's history for the prior 12 months will be reviewed when deciding on the appropriate level of disciplinary action.

Events	Disciplinary Action
Coachable Event	3rd event- Verbal Warning 4th event- Written Warning 5th event- Suspension and Final Warning 6th occurrence- Termination Each step includes remedial training
Minor Event	1st event- Written Warning 2nd event- Suspension and Final Warning 3rd occurrence- Termination Each step includes remedial training
Serious Event	3-Day Suspension • Greater emphasis on training including ride along with a route supervisor/trainer/safety • Increase Route Observation to one per week, for 90days
Major Event	Termination of Employment

- **Any chargeable serious incident within an employee's introductory period will result in termination of employment.**
- Copies of all incidents and disciplinary notices will remain in the employee's file for the duration of employment. For discipline purposes all prior chargeable incidents will be included

COLLECTION OF PORCELAIN ITEMS

Purpose
In the history of this company and within the waste industry we have learned that porcelain products such as Toilets, Sinks and Counter Tops etc. have caused serious injury to workers. These products have a tendency to shatter if not handled safely. The following policy is designed to create a high level of safety of the worker on collection routes.

Responsibilities

Supervisors / Customer Service Personnel;
When possible will notify customers that when placing porcelain items (toilets, sinks and counter tops etc.) out for collection they should;

1. Disconnect all components before placing at the curb for collection.
2. Porcelain should be clean and free of any visible material that may contain bloodborne pathogens or other potentially infectious material.

Drivers and Helpers:
All porcelain items are to be considered potentially harmful. Porcelain products should always be a two-person lift. If you are working alone, you must notify your supervisor or gain assistance from another team member.

All Personal Protective Equipment (PPE) including gloves and protective eyewear is to be worn at all times when moving Porcelain products. Lifting must not include body parts other than protected hands. Porcelain items should always be carefully placed in a bedded hopper, never straight onto a metal surface.

C. Before backing the vehicle the driver will scan the mirrors on both sides, including flat and convex, and last of all the backing camera monitor, which shows objects or people directly behind the truck that are not visible in mirrors. The driver can then begin backing cautiously, at idle speed, covering the brake, while continuously scanning mirrors and monitoring for pedestrians, vehicles, and obstructions that may enter the path of the moving vehicle. It is the driver's responsibility to assure that their audible backup alarm is sounding before moving the vehicle. Backing at idle speed while covering the brake allows the driver to react quickly to dangerous conditions and allows pedestrians that may not have been seen the chance to move out of the path of the vehicle.

2 PERSON BACKING PROCEDURE

The following guidelines will be used to ensure that Waste Pro vehicles are backed and maneuvered safely and without incident:

A. The need to back a Waste Pro vehicle will be avoided when at all possible by positioning the vehicle to have a forward egress route. Attempt to avoid situations that require vehicle backing or close-quarter maneuverings such as dead ends, cul-de-sacs, and routine parking situations whenever possible.
B. When backing is unavoidable on two-person vehicles, the Helper will act as a ground guide (spotter) for backing maneuvers. In addition, ground guide(s) will be used when a vehicle must negotiate forward turns with restrictive side or rear clearances and where clearances above or beneath the vehicle are uncertain.
C. The vehicle driver is responsible for ensuring that the Helper acts as the ground guide when operating on a two-person vehicle. This is to ensure the vehicle is backed and maneuvered safely without striking a person, object, or another vehicle.
D. Helpers/ground guides will always position themselves away from traffic which in most cases will be on the right side of the vehicle.
E. All back-downs require the helper to dismount the truck and assist the driver and watch for vehicles approaching from the rear and the back-down street. For long back-downs, the helper may return to the cab after the truck is safely positioned and at least two truck lengths away from the intersection.
F. It is the driver's responsibility to verbally communicate their planned vehicle backing route and procedures with the Helper/ground guide before backing.
G. When a ground guide is used, the vehicle will not be backed until the ground guide(s) is in position and have visual contact with the driver before a backing maneuver begins.
H. When the driver does back, they will do so at idle speed with their foot covering the brake. This will allow them to react quicker in an emergency and give any pedestrians entering the area an opportunity to react to the backing vehicle and move out of the way.
I. The Helper/ground guide is responsible for guiding the driver and ensuring that any potential hazards are avoided. Standard signals shall be used to communicate with the driver during the backing maneuver; the hand signals outlined in this document should be used for this purpose. The ground guide shall direct the driver to stop at any time the backing maneuver cannot be completed safely.
J. The Helper/ground guide shall be on the ground, to the rear of the vehicle, and shall remain visible to the driver at all times. If the driver loses sight of the ground guide at any time, the driver shall immediately stop the vehicle.

OVERVIEW

This information is intended to acquaint you with Waste Pro safety policies. We hope that it will serve as a useful reference document throughout your employment with the company, even though it is not intended to be an official policy and procedures manual.

Because the company is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this handbook, or the policies and procedures on which they may be based, at any time, without advance notice. For this reason, we urge you to check with your supervisor to obtain current information regarding the status of any particular policy, procedure, or practice.

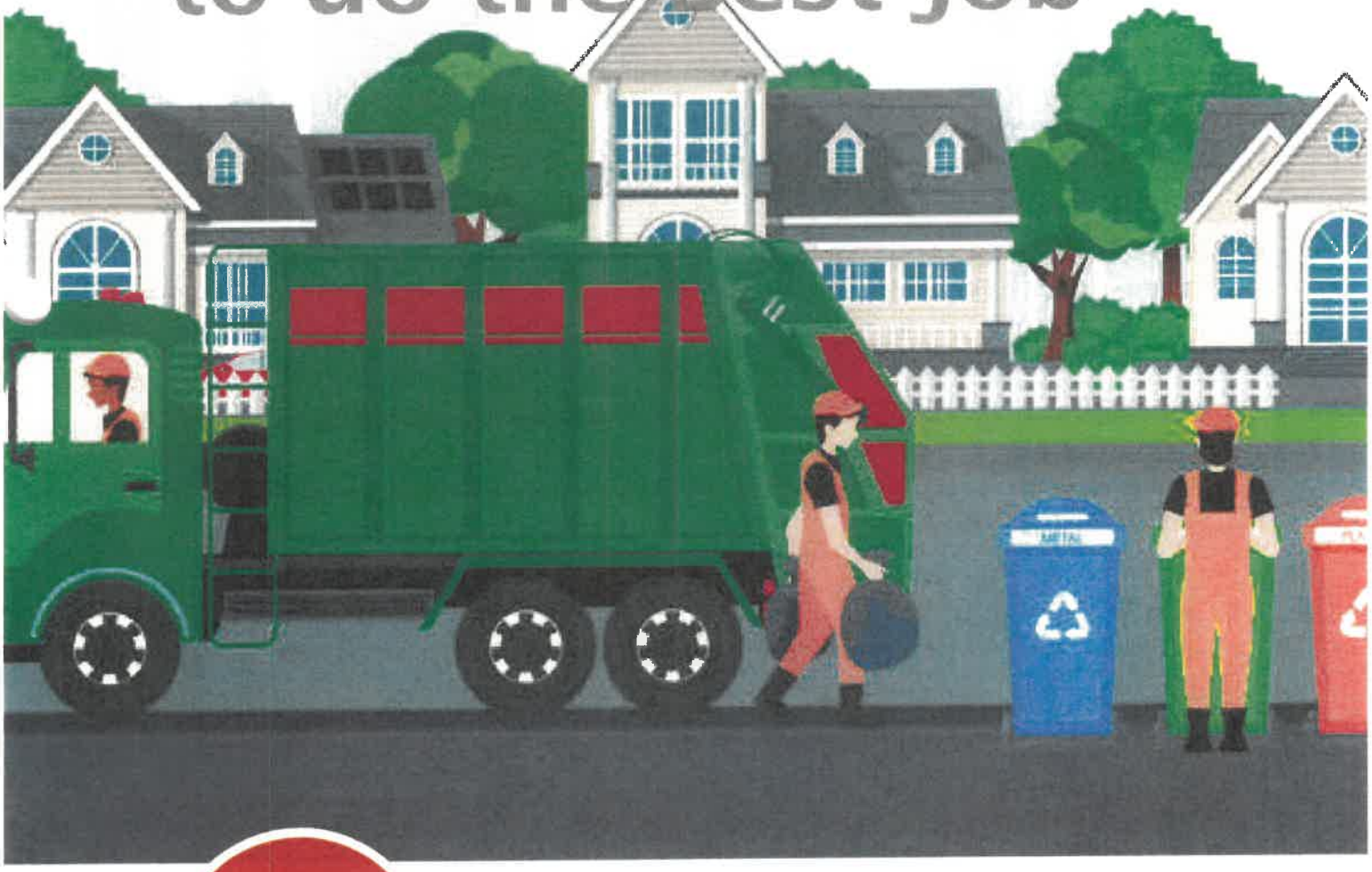
This document contains the following policies:

- Safe Backing Policies and Procedures
- Collection of Porcelain items
- Collection of Glass
- Incident Policy
- Seatbelt Policy
- Riding Step Procedures
- No Scrapping
- Footwear Policy

Additional information, such as Personal Protective Equipment (PPE) requirements and the Employee Handbook, will be provided to you separately.

trac EZ Tracking System

Giving your Employees the Tools to do the Best Job



tracezinfo.com

Log On to Tracking Made Easy

trac EZ.

What YouWill Learn

1 All about The Users Tab

2 Entering an Incident

3 Open Incidents

4 Search for Incidents

5 Cross Department Search

6 Reports Part 1 - Open Incidents Reports

Open Incidents by Category

Open Incidents by Type

7 Reports Part 2 - Incidents by Users

Search by Creator

8 Summary of Incidents

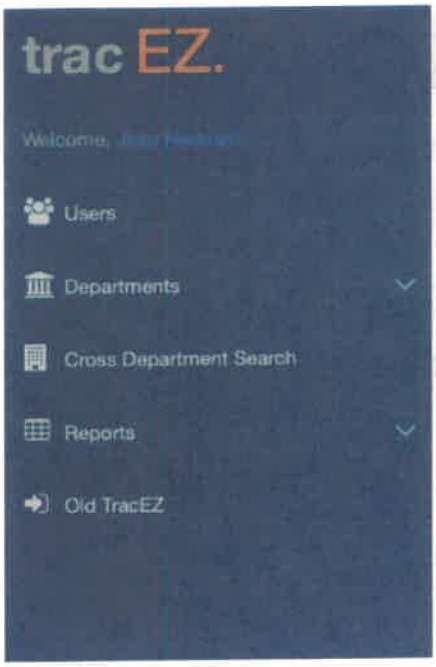
9 Incidents Aging by Category

trac EZ is easy to use, but we have provided additional support for you and your staff in this training booklet and with online training units - these can be found in the menu section of the trac EZ program



Unit 1 – Users

Once you have logged onto the system you will see the menu on the left hand side:



This gives you all the options available to you. Some of you may see a departments tab like the one shown here or if you are a contractor you will see a tab marked municipalities.

With the Users tab you will have the ability to add, edit or disable both existing and previous users

Click on the User Tab and you will see a screen showing you all the users. There will be either a green or a red dot under the enabled heading. The green dot denotes enabled or current users – the red dot is for those whose use of the system has been disabled.



Make sure you have the very top button **enabled** ticked so that the user will be 'live' on the system once you have submitted their details.

Go through the boxes individually, completing them as you go.

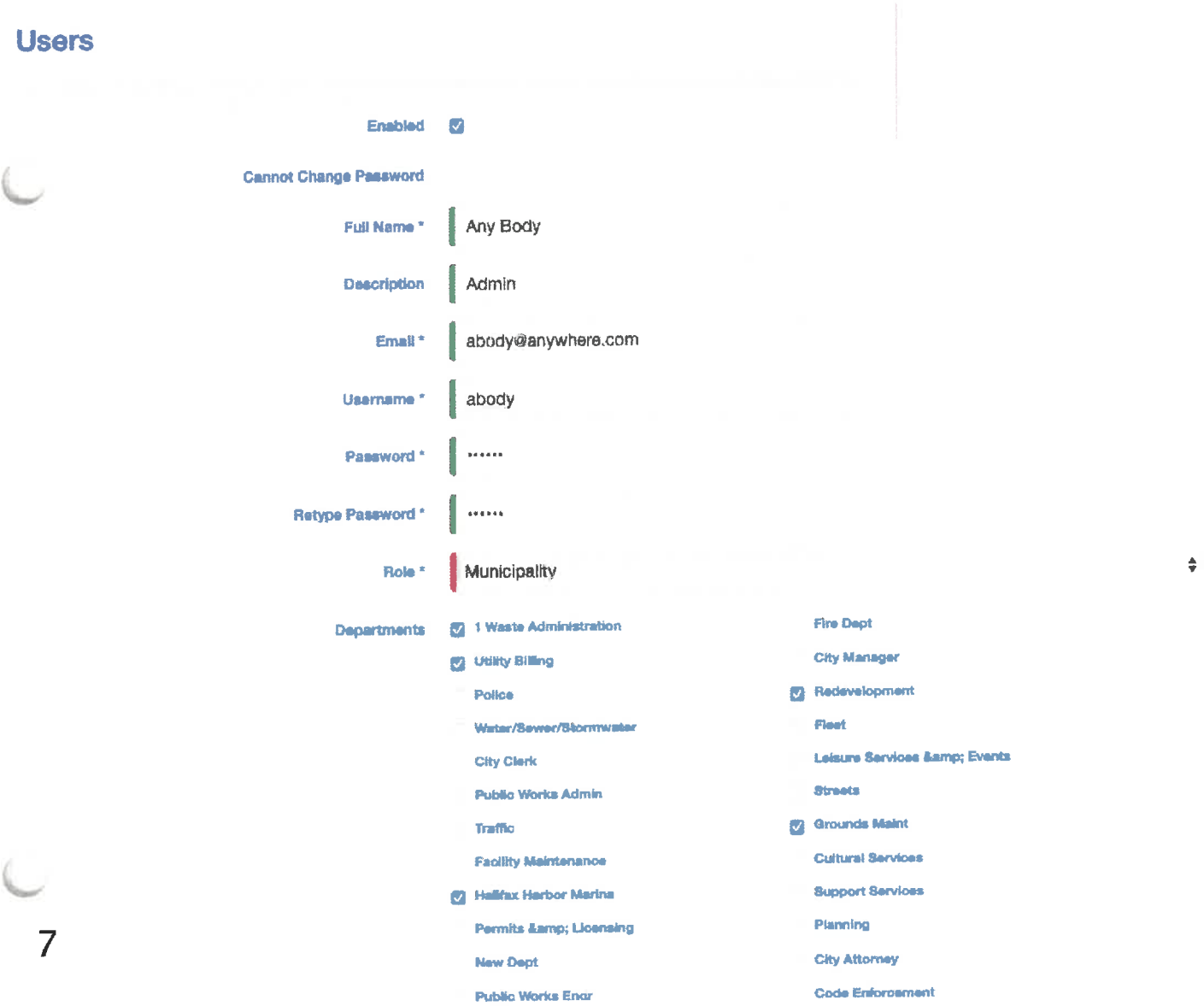
Email – refers to their work email only

User Name – this should be their first initial followed by their last name eg. Amy Smith would be asmith.

Password – this should be at least 6 characters and re-type below

Role – select their appropriate role

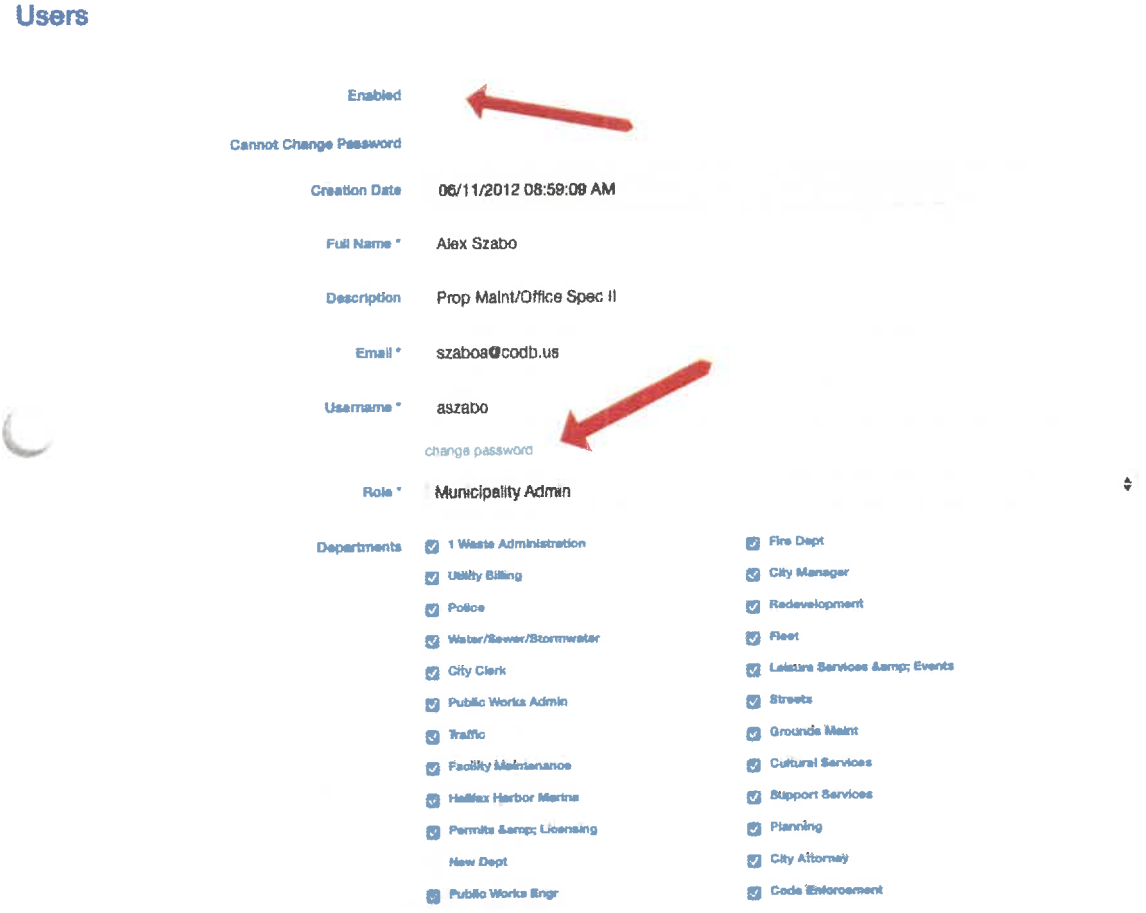
Departments – tick all the boxes that apply to each individual



TO ENABLE A DISABLED USER.

Occasionally you may need to enable a user that has been disabled once they had left your employ. To avoid having to re-type all the information again you can simply click the enable button at the top of their user information page.

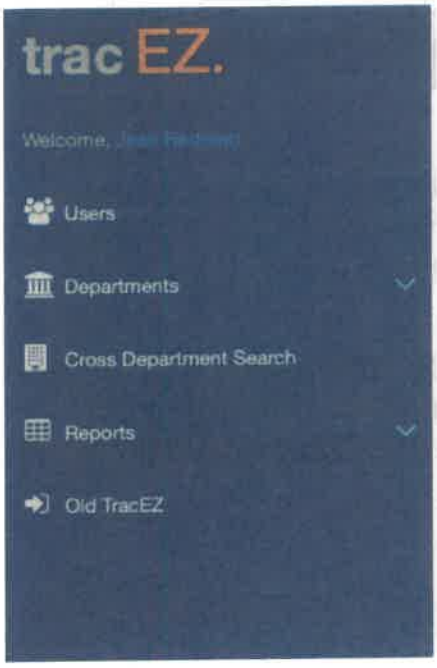
Enter the person's name in the search box and select the pencil icon to edit. For returning employees you may have to change their password as well. All of this can be done at the same time.



As with all User actions don't forget to click on submit after you have finalized all action.

Unit 2 – Entering An Incident

Once you have logged onto the system you will see the menu on the left hand side:



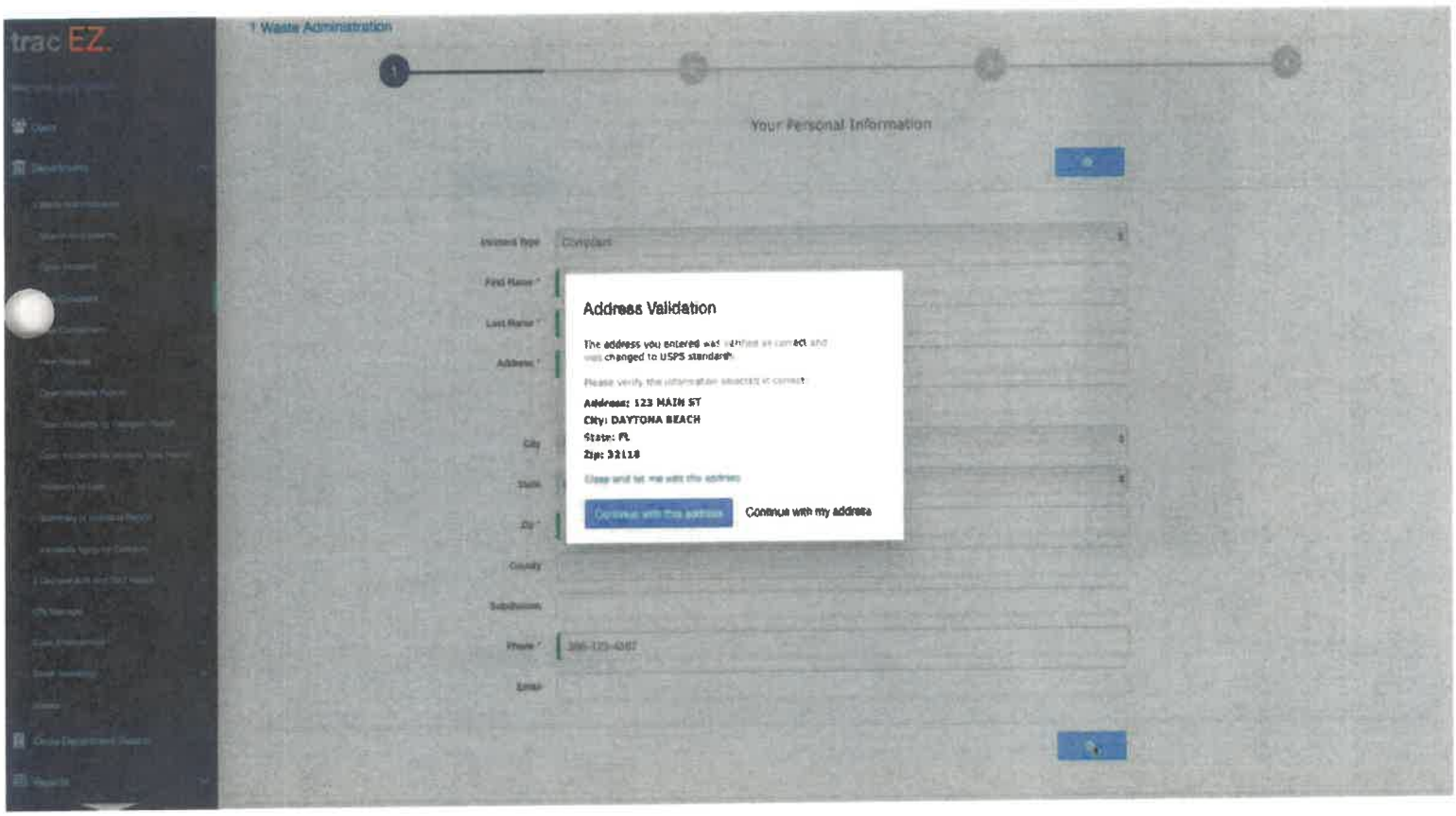
To enter an incident you will first need to complete an incident report. These are found under either the Departments Tab or the Municipalities Tab depending upon whether you are a City or a Contractor

You will see a variety of options – entering an incident you will need to choose either New Complaint; New Compliment or New Request – click on the appropriate one. Don't worry if you choose the wrong one as you are able to change the type of request on the information page.



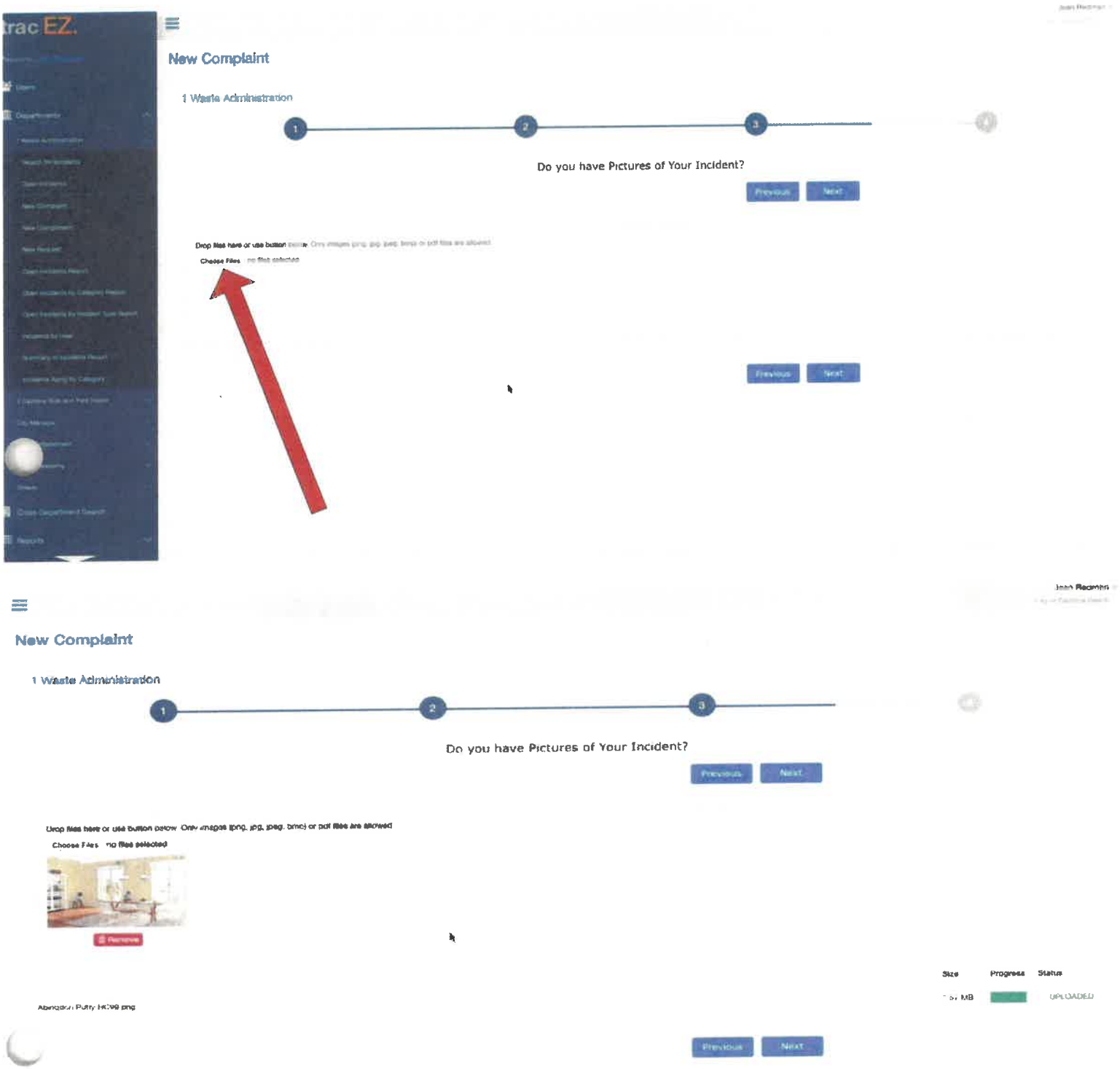
Once you have completed this information page – click on the NEXT button.

Before you go to page 2 of the incident an Address Validation box will pop up. The tracEZ system is linked to the US Postal Service, so this box will show you the full postal address. If you want to use this address, click on the CONTINUE WITH THIS ADDRESS tab or if you prefer to use the address you have already input click on CONTINUE WITH MY ADDRESS tab.



On Page 3 we now have the option to upload any other additional information we may have about the incident. It may be a PDF file or a photograph in jpeg, bmp or png format.

Once any additional files are uploaded click NEXT to move onto the final page.



Unit 3
Open Incidents



As there is a lot of information held on each incident you may prefer to expand your worksheet. This is easy to do by clicking on the 3 bars in the top left hand side of your worksheet.

This will eliminate the blue menu box – to retrieve the menu box simply click on the 3 bars again to restore.

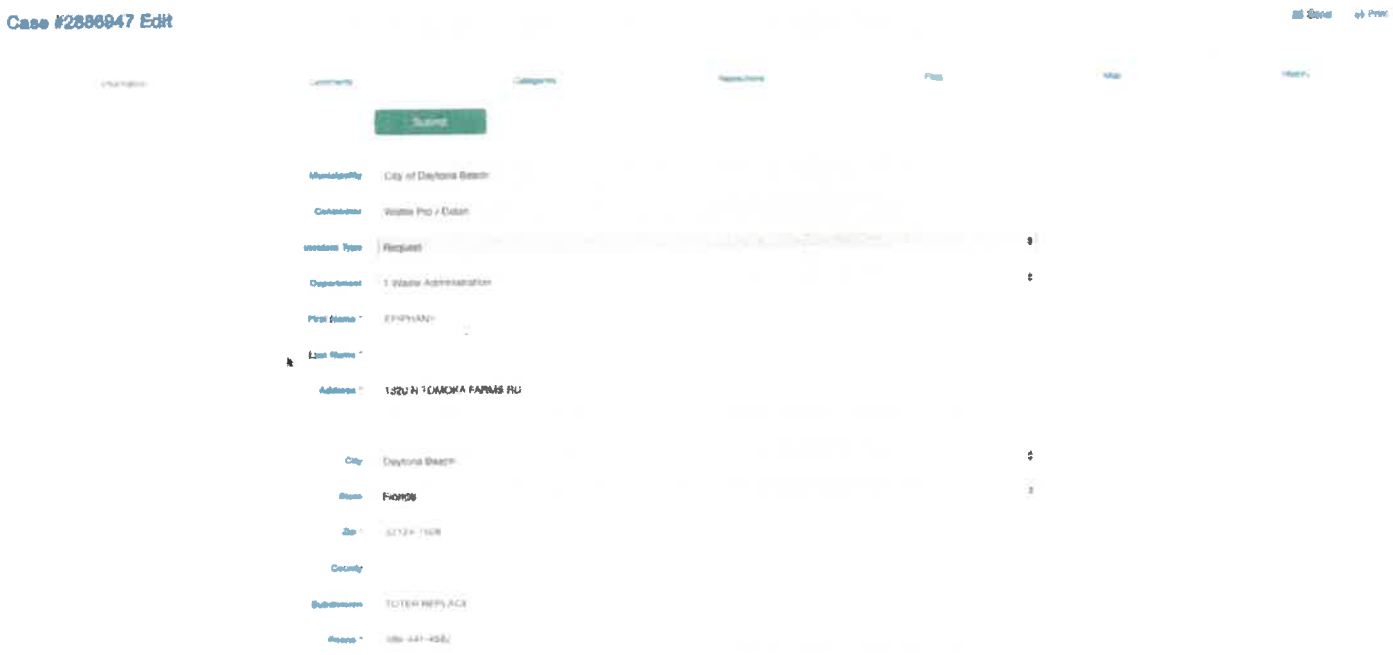


Once you have Opened Open Incidents you will see headings in the dark title bar across the screen:

- Case # – every incident will have its own case number
- Created – date it was created
- City – location
- Type – if it is a request, a compliment or a complaint
- Status – this will read as Opened or New
- Address
- Sub–Division – often people will enter extra information in this box not simply the subdivision details.
- Personal Information
- Elapsed Time – you can see how long an incident has been opened
- Action date – if any action has been set for a specific date

At the bottom right of the worksheet you will see the total number of pages
In the bottom left you will see the total number of incidents per page

By clicking on the Case # you will open the Information page for that Incident



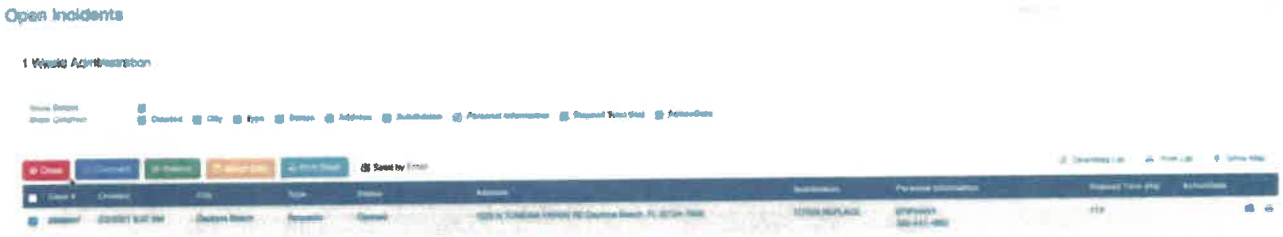
You will be able to click on any of the subheadings to see more detailed information – Information, Comments, Categories, Resolutions, Files, Map It and History.

History is particularly useful as it will show a complete run down of all actions and who entered them and when.



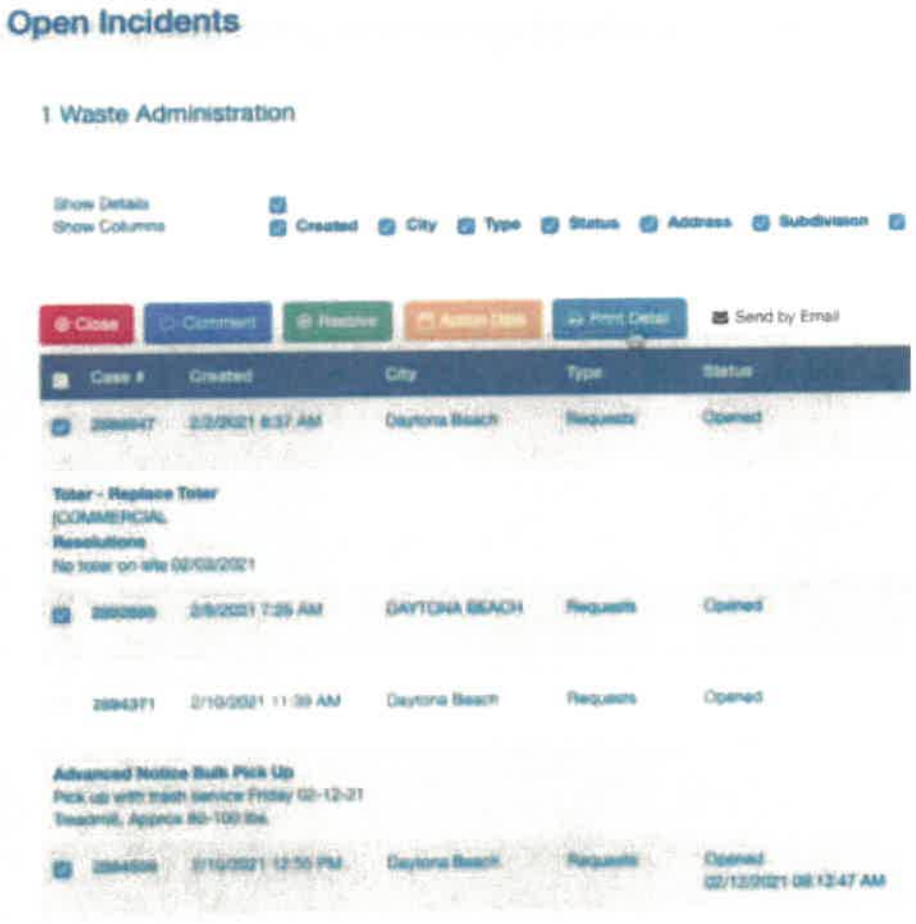
As you click that box you will see that boxes are now available for action above the case #.

Close, Comment, Resolve, Action, Print and Email



Batching Actions:

It is possible to close, print, resolve etc more than one incident at a time. They all will need to have the same action but you can select each incident by clicking on the box beside each case number and taking the appropriate action. Remember that if you add any comments, these comments will appear on all of the highlighted incidents.



Unit 4
Search for Incidents



Search By Action Date – Select the date range needed.

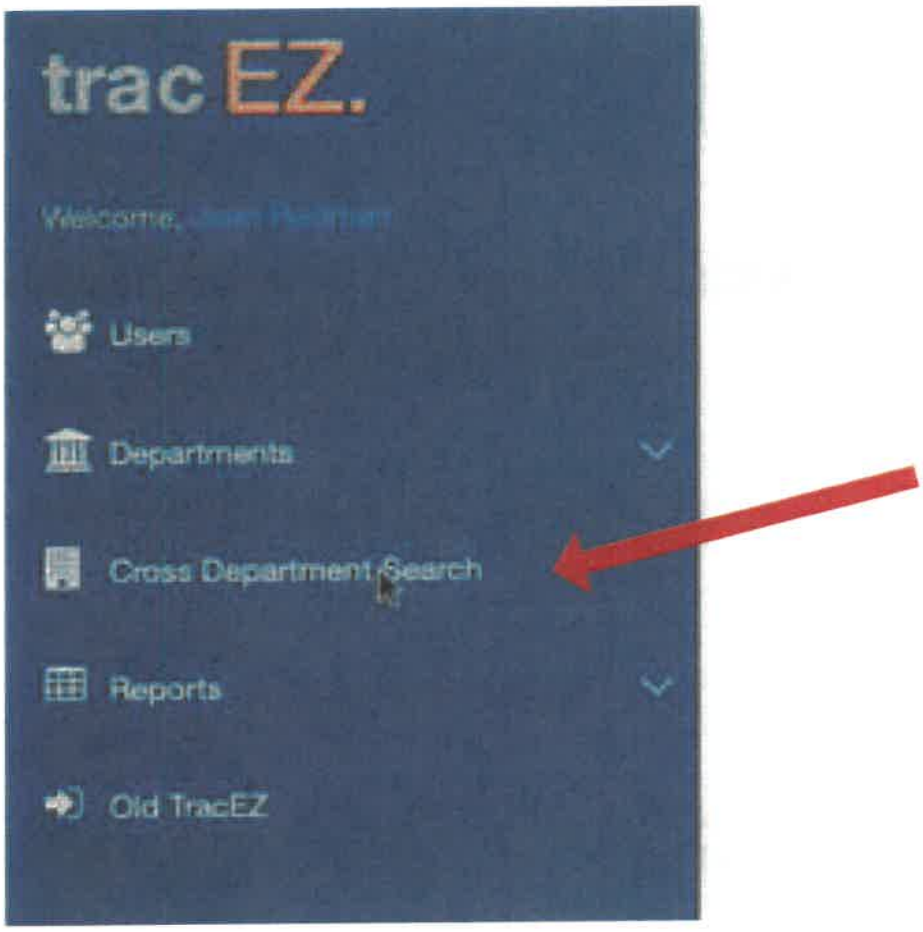


Once you have completed all the relevant boxes click on the submit button to see all the incidents. Remember to also click on the **show details** button to show all the currently held information for each incident.



Unit 5 – Cross Department Search

The Cross Department Search option is the same process if your are on the Contractor side and want to do a Cross Municipality Search



Cross Department Search allows a way to search all the departments or municipalities for any given name or address.

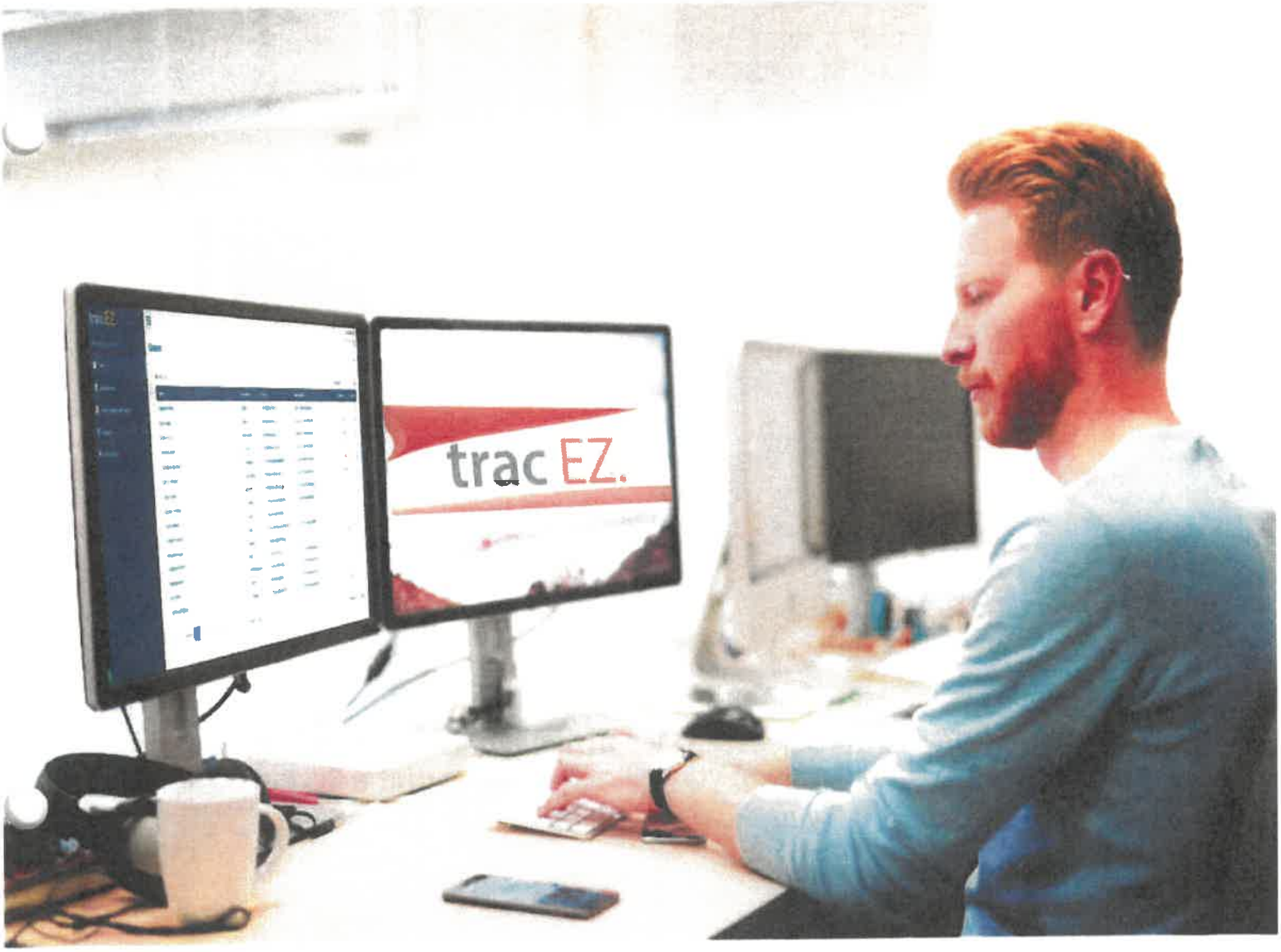
Select Cross Department Search or Cross Municipality Search from the menu – the Search Incident worksheet will appear.

Enter your search criteria – it is also possible to add incident type or date ranges if required, when ready click submit.

It does take slightly longer for the result to be uploaded from this search as it is trawling all the departments or municipalities.

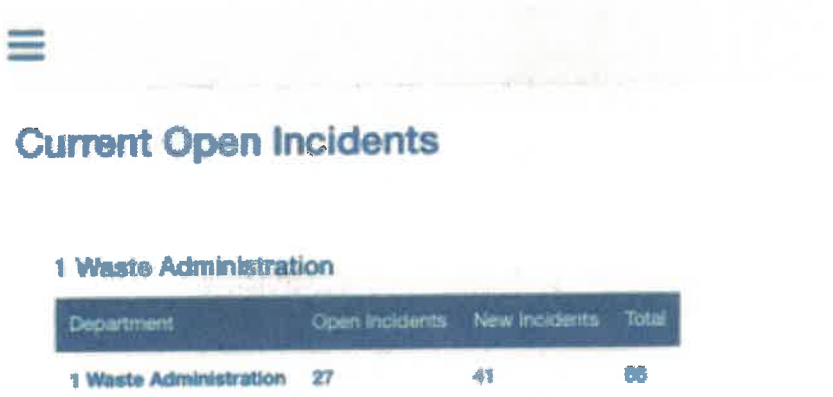
Unit 6
Reports Part 1

Open Incidents by Reports
Open Incidents by Category
Open Incidents by Type



Open Incidents Report:

Once selected this will give you an overview of the current open incidents.



If you click on the words waste administration under the department heading it will load all of the individual incidents.

If you prefer to see just the new incidents simply click on the number under the heading. Similarly if you wish to see just the open incidents click on the number under the heading.

Open Incidents by Category Report:

Once selected from the menu this report will show you each separate category and the number of open or new incidents for that category.



There is another option to see these reports but you must be an admin users of the tracEZ system. If you are you will see a Reports heading in your menu bar.



Under this heading you will see all the three reports listed. These reports will be by department or municipality.



Open Incidents by Type Report

Here you can see all the open incidents types for your municipality with the numbers for open and new incidents. You are able to subscribe to this report as before to receive an updated list every day, week or month.

Remember that any of the darker blue elements in any of the reports are clickable options for a more detailed view.



Current Open Incidents By Incident Type

Subscribe to this report

Municipality	Open Incidents	New Incidents	Total
Streets	**13**	**0**	**13**
Requests	7	0	7
Compliments	1	0	1
Complaints	5	0	5
Street Sweeping	**2**	**2**	**4**
Complaints	1	2	3
Requests	1	0	1
City Manager	**0**	**1**	**1**
Requests	0	1	1
2 Daytona Bulk and Yard Waste	**22**	**18**	**40**
Requests	22	18	40
1 Waste Administration	**27**	**41**	**68**
Requests	26	37	63
Complaints	1	4	5

Unit 7 – Reports Part 2

The trac EZ system makes it easy to locate essential reports, the reports covered in this unit are:

- Incidents by Users
- Search by Category or User

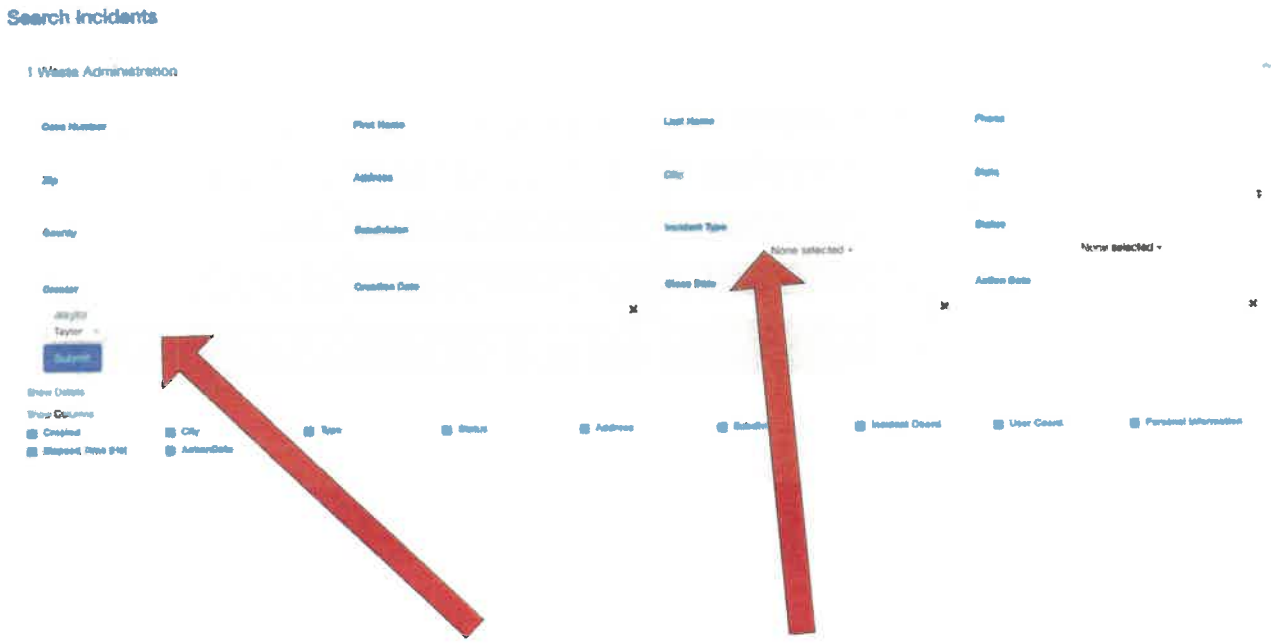


There are two ways of viewing reports by user or for searching by user.

Under the Waste Administration on the Menu Tab click on Incidents by User.

Another way of calling up reports by a specific user or category is to use the Search by Incident worksheet. This is located under the Search by Incident tab on the menu drop down option.

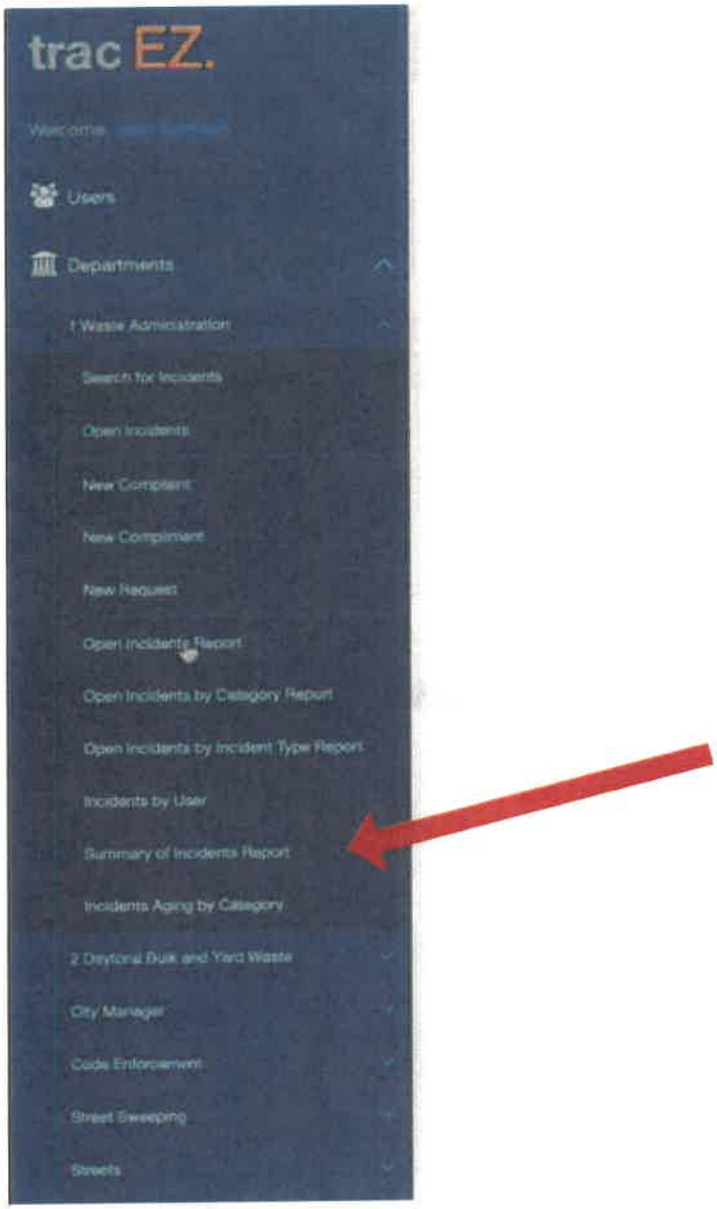
By entering the user name in the creator box and if needed the relevant date range you will see all of the incidents they have created during your chosen time frame.



It is possible to search for certain types of incidents entered by your chosen user by completing the Incident Type box and click submit to bring up all the relevant incidents.

Unit 8 – Summary of Incidents

To locate the Summary of Incidents menu option, select Departments tab and Waste Administration.

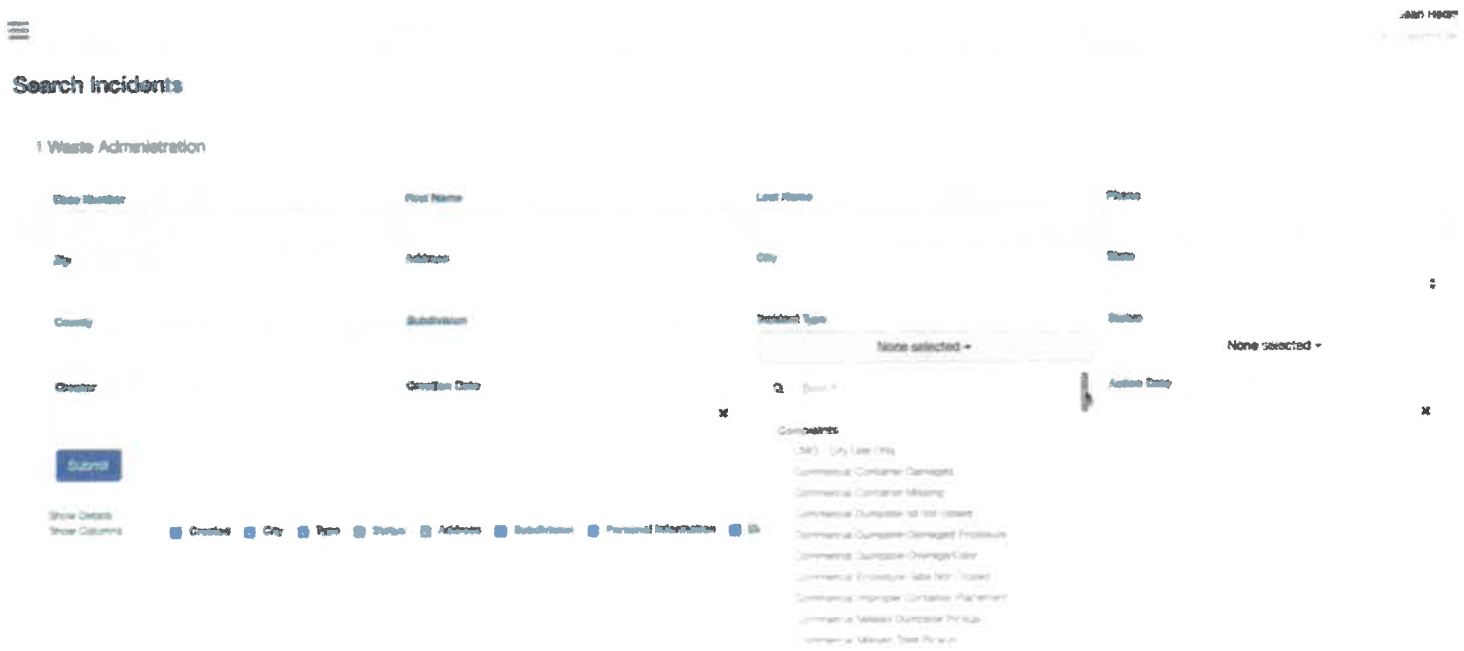


The worksheet of Summary of Incidents gives you several options to select.

First select the incident type – complaint, compliment or request or any combination by deselecting the ones not required by clicking on the arrow next to the incident type.

Next select the date range required.

Search For Incidents
Customize Your Reports



The trac EZ Tracking System was created and designed to help municipalities and contractors provide greater quality control to their Resident and business owners.

It is a simple, green solution to both your solid waste tracking and municipal service tracking by streamlining your communications.

Quick Snapshot of Open Incidents By Type

Current Open Incidents By Incident Type

1 Waste Administration

Department	Open Incidents	New Incidents	Total
1 Waste Administration	**20**	**123**	**143**
Requests	18	105	123
Compliments	0	1	1
Complaints	2	17	19

Summary of Incidents Report
By Month or Year

Summary of Incidents for City of Daytona Beach

1 Waste Administration

Incident Type: Complaints

Date Range: 08/14/2021 - 10/14/202

Summary By: Month

Submit

Print | Download

	2021/09	2021/10	Total
Waste Administration CMD - City Use Only			1
Waste Administration Commercial Container Damaged			1
Waste Administration Commercial Container Damaged/Stolen			2
Waste Administration Commercial Missed Dumpster Pickup	12	7	19
Waste Administration Commercial Missed Toter Pickup	3	7	10
Waste Administration Damaged Toter	10	12	22
Waste Administration HOV - For City Use Only	10	16	107
Waste Administration Missed Toter	7	7	14
Waste Administration Missed white goods - Furniture - Yard Debris			2
Waste Administration Other Complaints		7	14
Waste Administration Residential Damaged Container		1	4
Waste Administration Residential Damaged Toter			2
Waste Administration Residential Missed Dumpster	12	21	33
Waste Administration Residential Missed Recycling	3	4	10
Waste Administration Residential Missed Yard Waste Pickup	3		6
Waste Administration Residential Scattered Dumpster	2		5
Waste Administration Residential Scattered Yard Waste	1		3
Waste Administration Residential Commercial Missed Yard Waste	12		26

4). Transition Plan

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Waste Pro of Florida Inc is poised to seamlessly continue its role as the service provider for solid waste and recycling services for the esteemed community of the Village of Palm Springs. Leveraging the insights and experience gained since 2019, Waste Pro has honed its operations and gathered invaluable lessons that will enable a seamless transition without any disruption. This Transition Plan underscores Waste Pro's commitment to uphold the highest standards of service excellence and enhance community well-being through education, community involvement, and an intensified focus on recycling efforts.

****Experience and Continuity: ****

Having been the incumbent service provider since 2019, Waste Pro has established a deep-rooted understanding of the Village's unique needs and preferences. This historical perspective means that the Village of Palm Springs will not be subjected to the typical transition challenges that arise when changing service providers. Waste Pro's existing operational familiarity ensures that the community will benefit from the accumulated knowledge and insights gained over the years, creating an environment of continuity and reliability.

****Learnings and Improvements: ****

Waste Pro's tenure as the service provider has been marked by a commitment to constant improvement. Each day of service has been an opportunity to learn, refine, and enhance the processes that underpin a seamless waste management experience. The lessons drawn from real-world scenarios have led to the optimization of collection routes, the streamlining of logistical operations, and the development of efficient service protocols. These learnings culminate in an enhanced Transition Plan that promises a smooth, trouble-free continuation of service.

****Education and Community Involvement: ****

Waste Pro recognizes that effective waste management extends beyond the physical collection of materials. Education and community involvement are pivotal in fostering a culture of responsible waste disposal and recycling. The Transition Plan encompasses a comprehensive outreach initiative, engaging residents, businesses, and community stakeholders through informative workshops, interactive sessions, and collaborative programs. By building awareness and imparting knowledge, Waste Pro aims to empower the Village of Palm Springs to actively participate in sustainable waste management practices.

****Elevated Recycling Efforts: ****

With a steadfast commitment to environmental stewardship, Waste Pro's Transition Plan includes a strategic focus on boosting recycling efforts within the Village. Capitalizing on insights gained over the years IN PARTNERSHIP with Palm Beach County Solid Waste Authority, Waste Pro will optimize collection methods, and ensure the proper disposal of recyclable materials. By harnessing the power of technology and community engagement, Waste Pro seeks to elevate the Village's recycling efforts, contributing to a cleaner, greener environment.

In essence, Waste Pro's Transition Plan is not merely a procedural formality, but a reflection of our deep-rooted dedication to the Village of Palm Springs. As a trusted partner and experienced service provider, Waste Pro stands ready to ensure a seamless, efficient, and elevated waste management experience, built upon a foundation of experience, continuous improvement, education, and community collaboration. Together, we will navigate this transition with confidence and deliver on our commitment to a sustainable future for the Village and its residents.

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Transition Plan for Waste Pro of Florida Inc as the Service Provider for the Village of Palm Springs Solid Waste and Recycling Services

1. **Early Planning and Concept Discussion**
Waste Pro and the Village will meet to discuss the concepts to be addressed in the Transition Plan and any other matters that will contribute to a successful implementation. This collaborative effort will set the foundation for the transition process.

2. Collection Plan Submission
Waste Pro will submit a Collection Plan to the Village, as per Exhibit A, outlining its approach to solid waste and recycling collection services. The plan will detail how Waste Pro intends to manage the collection process, schedules, and logistics. The plan will be subject to the approval of the Village Manager.

3. Submission of Transition Plan
Waste Pro will provide the Village with its comprehensive Transition Plan. This plan will detail all necessary activities, schedules, and resources required to ensure a seamless start and end of management services.

4. Order and Preparation of Equipment
Waste Pro will provide documentation confirming that all necessary collection vehicles, equipment, and containers have been ordered. Delivery of these assets to the Contractor's equipment yard will be ensured no later than six weeks before the Commencement Date.

5. Distribution Plan for Containers
Waste Pro will present a preliminary plan for the distribution of Mechanical Containers to commercial customers and multi-family dwellings. This plan will outline coordination with the removal of existing containers, ensuring minimal disruption during the transition.

6. Updated Distribution and Safety Plan Submission
Waste Pro will provide an updated and detailed plan for the distribution of Mechanical Containers and Garbage Carts. Additionally, a comprehensive safety plan, covering all operational aspects, will be submitted. A Contingency Plan and a standard form contract for Commercial and Multi-Family customers will also be provided.

7. Notice and Informational Material Submission
Waste Prow Will present electronic copies of notices, brochures, and informational materials intended for customers. These materials will be reviewed and approved by the Village and delivered in compliance with the Transition Plan.

8. Confirmation of Material Delivery
Waste Pro will confirm in writing to the Village that all approved notices, brochures, and informational materials have been delivered to residential, commercial, and multi-family customers as per the Agreement's requirements and deadlines.

9. Implementation Status Review
Waste Pro and the Village will conduct a status review of the Transition Plan and its implementation. Waste Pro will also demonstrate the operational readiness of its computer systems for tracking complaints and service requests.

10. Vehicle Registration and Equipment Readiness

Waste Pro will confirm in writing to the Village that all vehicles necessary for collection services have been registered, licensed, tagged, and equipped as per the Agreement's requirements.

11. Submission of Vehicle and Container Lists

Waste Pro will provide a detailed list of collection vehicles, including make, model, year, tare weight, license tag number, and identification number. Additionally, a list of Mechanical Containers with identification numbers and capacities will be submitted.

12. Personnel Hiring and Training Completion

Waste Pro will confirm in writing to the Village that all required personnel have been hired and trained for collection services. All drivers will have inspected their routes and ensured their ability to complete on-time collections.

Waste Pro of Florida Inc is dedicated to executing this Transition Plan with precision and professionalism, ensuring a seamless and efficient transition of solid waste and recycling services for the Village of Palm Springs. This collaborative effort between Waste Pro and the Village will result in a successful start of the management services on the Commencement Date.

Transition Plan for Waste Pro of Florida Inc as the Service Provider for the Village of Palm Springs Solid Waste and Recycling Services

Approximate Contract Start Date: 04- 06/01/2024

Plan Subject to modification and changes based on timelines

1. Early Planning and Concept Discussion**
- Weekday Due Date: Monday, 01/15/2024
- Waste Pro and the Village will engage in a meeting to discuss concepts and foundational matters for a successful transition. Initial project scope and key considerations will be outlined.

2. Collection Plan Submission
- Weekday Due Date: Wednesday, 01/15/2024
- Waste Pro will submit a Collection Plan to the Village, detailing its approach to solid waste and recycling collection services. The plan, subject to Village Manager approval, will cover schedules, logistics, and management of the collection process.

3. Submission of Transition Plan
- Weekday Due Date: Friday, 02/15/2024
- Waste Pro will provide the Village with a comprehensive Transition Plan outlining all activities, schedules, and resources required for a seamless start and end of management services.

4. Order and Preparation of Equipment
- Weekday Due Date: Tuesday, 03/15/2024

- Documentation confirming collection vehicles, equipment, and will be submitted. ensuring all Village of Palm Springs and Waste Pro Vehicle standards are met

5. Distribution Plan for Containers If needed based on actual change of haulers
- Weekday Due Date: Thursday, 03/25/2024
- Waste Pro will present an initial distribution plan for Mechanical Containers to commercial and multi-family customers. Coordination with the removal of existing containers will be outlined to minimize disruptions.

6. Updated Distribution and Safety Plan Submission if applicable
- Weekday Due Date: Monday, 04/13/2024
- An updated plan for distributing Mechanical Containers and Garbage Carts, along with a comprehensive safety plan, will be submitted. A Contingency Plan and a standard form contract for customers will also be provided.

7. Notice and Informational Material Submission
- Weekday Due Date: Wednesday, 04/22/2024
- Electronic copies of customer notices, brochures, and informational materials will be submitted. The Village will review and approve these materials to ensure compliance with the Transition Plan.

8. Confirmation of Material Delivery
- Weekday Due Date: Friday, 04/31/2024
- Waste Pro will confirm in writing that all approved customer materials have been delivered, meeting Agreement requirements and deadlines.

9. Implementation Status Review
- Weekday Due Date: Tuesday, 05/04/2024
- A joint status review between Waste Pro and the Village will assess the Transition Plan's progress and implementation. Operational readiness of computer systems for tracking complaints and service requests will also be demonstrated.

10. Vehicle Registration and Equipment Readiness
- Weekday Due Date: Thursday, 05/06/2024
- Waste Pro will provide written confirmation that all collection vehicles are registered, licensed, tagged, and equipped according to Agreement requirements.

11. Submission of Vehicle and Container Lists
- Weekday Due Date: Monday, 05/12/2024
- A detailed list of collection vehicles and Mechanical Containers, including identification numbers and capacities, will be submitted.

12. Personnel Hiring and Training Completion
- Weekday Due Date: Wednesday, 05/12/2024
- Waste Pro will confirm in writing that all necessary personnel have been hired and trained for collection services. Drivers will have completed route inspections and verified their ability to ensure on-time collections.

By collaboratively executing this Transition Plan, Waste Pro of Florida Inc and the Village of Palm Springs will achieve a seamless and efficient transition of solid waste and recycling services, resulting in a successful start on the Commencement Date.

5). Total Fees

SECTION 3: PRICE SCHEDULE PROPOSAL FORM

	ESTIMATED UNITS	PROPOSED COLLECTION Rates per Unit Per Month	COLLECTION FEES Per Year (units x rate x 12 mo.)
Curbside Residential Service			
Single Family Services	4314	$18.13	$938,553.84
Multi-Family Services	5901	$11.13	788,137.56
Franchise Fee			
Curbside Franchise Fee (SF) – 5%	4314	$.95	$49,179.60
Curbside Franchise Fee (MF) – 5%	5901	$.58	$41,070.96
Total Single Family Services	**4314**	19.08	$987,733.44
Total Multi-Family Services	**5901**	$11.71	$829,208.52

SERVICE	RATE PER SERVICE OR MONTH
Rolling Out Customer Owned Container (returning it to original location)	2 x Week $ 5.00 Per Month 3 x Week or > $ 7.50 Per Month Each add'l roll out $ 2.50 Per Month
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	$ 12.00 Charge for Replacements based on cost +10%
Supplying (and retrofitting) locking mechanism on container	$ 7.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year). The first two change outs are free to the customer.	$ 165.00

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

Additional Scheduled Pick-ups for Residential Containerized Customers	$ 108.00
Special Pick-ups	$ 11.25 per cubic yard
Other Overload Charge	$17.50 per cubic yard

***PLEASE AFFIX SIGNATURE WERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

Waste Pro of Florida Inc. — Firm Name
09/08/2023 — Date

*Signature
Kenneth Skaggs — Print Name
Regional Vice President — Print Title

561-688-8912 — Telephone
kskaggs@wasteprousa.com — Email Address

n/a — Toll Free #
(561) 688-8914 — Fax #

Applicable License(s) #
Type

59-3701785
Federal Identification Number

6). Refrences

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-001 Solid Waste & Recycling Collection Services

Reference: Palm Beach County sold Waste Authority
(Company Name providing Reference)

Name/Title: Paul Gonsalves Director of CIS
(Name and Title of Person providing Reference)

Project/Service: Solid Waste and Recycling Services Area 1
(Project/Service which references are being provided)

Project Manager: Paul Gonsalves
(Project for which references are being provided)

Telephone: 561-236-1186 Fax: email: sgonsalves@swa.org

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		
6.	Rate the overall quality of the work.		

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-001 Solid Waste & Recycling Collection Services

Reference: Town of Royal Palm Beach
(Company Name providing Reference)

Name/Title: Diane Disanto, Village Clerk
(Name and Title of Person providing Reference)

Project/Service: Solid Waste and Recycling Services
(Project/Service which references are being provided)

Project Manager: Diane Disanto
(Project for which references are being provided)

Telephone: 561-790-5102 Fax: email: ddisanto@royalpalmbeachfl.gov

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Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		
6.	Rate the overall quality of the work.		

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-001 Solid Waste & Recycling Collection Services

Reference: City of West Palm Beach
(Company Name providing Reference)

Name/Title: Leon Pinder Public Works Operations Manager
(Name and Title of Person providing Reference)

Project/Service: Recycling Services
(Project/Service which references are being provided)

Project Manager: Leon Pinder
(Project for which references are being provided)

Telephone: 561-822-2078 Fax: lpinder@wpb.org

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		
6.	Rate the overall quality of the work.		

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-001 Solid Waste & Recycling Collection Services

Reference: Lee County
(Company Name providing Reference)

Name/Title: Amanda Condominia Public Utilities Operations Manager
(Name and Title of Person providing Reference)

Project/Service: Solid Waste , Recycling , Bulk and Yard Waste Services
(Project/Service which references are being provided)

Project Manager: Amanda Consominia
(Project for which references are being provided)

Telephone: 239-533-8000 Fax: acondomina@leegov.com

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		
6.	Rate the overall quality of the work.		

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSAL'S RFP 2023-001

7). Attachments A-I

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

ATTACHMENT A: PROPOSAL CERTIFICATION FORM

(Proposer must complete, sign and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	1	Date of Addendum	8/23/23
Addendum #		Date of Addendum	
Addendum #		Date of Addendum	
Addendum #		Date of Addendum	

PROPOSER (firm name): Waste Pro of Florida Inc

FIRM ADDRESS: 7329 7th Place N.
West Palm Beach, FL 33411

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Kenneth Skaggs

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: kskaggs@wasteprousa.com

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: 561-688-8912

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: Regional Vice President DATE: 08/14/2023

ATTACHMENT B: ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

XX Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): Waste Pro of Florida Inc

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Kenneth Skaggs

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [signature]

TITLE: Regional Vice President DATE: 08/14/2023

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

ATTACHMENT C: CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

_____ Physical address within Village of Palm Springs limits

XX Physical address outside of Village of Palm Springs but within Palm Beach County

_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

need certicate of occupancy

THIS CERTIFICATION is submitted by [Name of Individual:] Kenneth Skaggs as [Title:] Regional Vice President of [Name of Firm:] Waste Pro

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

(Signature)

8/23/23
(Date)

JOSETTE DORVILUS FRANCOIS
Notary Public - State of Florida
Commission # HH 118261
My Comm. Expires Apr 18, 2025
Bonded through National Notary Assn.

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

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

**** LOCATED AT ****
7329 7TH PL N
WEST PALM BEACH FL 33413-1725

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
HAULING SERVICE	WASTE PRO OF FLORIDA INC		U23.24933 10/19/2022	259.88	B40129657

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

WASTE PRO
WASTE PRO
7329 7TH PL N
WEST PALM BEACH FL 33411

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201014489
EXPIRES: 9/30/2023

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

ATTACHMENT D: VENDOR CONFLICT OF INTEREST DISCLOSURE STATEMENT INFORMATION AND INSTRUCTIONS

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

INSTRUCTIONS

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

VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

Waste Pro of Florida Inc.
NAME OF VENDOR

Kenneth Rivera
NAME OF PERSON COMPLETING FORM

Employee
RELATIONSHIP TO VENDOR

7329 7th PL
ADDRESS

West Palm Beach , Florida 33411 — 561688-8912
CITY, STATE, ZIP — TELEPHONE NUMBER

krivera@wasteporusa.com — 954-445-9214
CONTACT EMAIL ADDRESS — CELL PHONE NUMBER

This form is provided in connection with:

☐ Invitation to Bid (specify) _____

☒ Request for Proposal / Qualifications (specify) RFP 2023R-001

☐ Other (specify) _____

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

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

None

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

None

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

None

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

None

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

none

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

Kenneth Rivera
Signature

08/14/2023
Date

Kenneth Rivea
Printed Name

Regional Business Development Manager
Title

ATTACHMENT E: PUBLIC ENTITY CRIMES STATEMENT

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

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Kenneth Skaggs, who, being by me first duly sworn, made the following statement:

1. The business address of Waste Pro of Florida Inc (firm name of Bidder/Proposer) is 7329 7th Place N. West Palm Beach, FL 33411.

2. My relationship to Waste Pro of Florida Inc (firm name of Bidder/Proposer) is Regional Vice President (relationship such as a sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. ~~There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 23rd day of August, 2023.

_____
Notary Public

(affix seal)

April 18 2025
My commission expires

JOSETTE DORVILUS FRANCOIS
Notary Public - State of Florida
Commission # HH 118261
My Comm. Expires Apr 18, 2025
Bonded through National Notary Assn.

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

ATTACHMENT F: SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Kenneth Skaggs, on behalf of Waste Pro of Florida Inc. (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications ns apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR: By: _____

Name: Kenneth Skaggs

Title: Regional Vice President

Date: 08/14/2023

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 23rd day of August, 2023, by Kenneth Skaggs, who is the Regional Vice President Waste pro, who is personally known to me or who has produced _____ as identification.

JOSETTE DORVILUS FRANCOIS
Notary Public - State of Florida
Commission # HH 118261
My Comm. Expires Apr 18, 2025
Bonded through National Notary Assn.

NOTARY PUBLIC
Printed Name of Notary: Josette Dorvilus Francois
My Commission expires: 4/18/2025

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Kenneth Skaggs after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/ She is Kenneth Skaggs of Waste Pro of Florida Inc. the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2023R-001 Title: Regional Vice President

b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any

e. overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

f. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence [X] or online [ ] notarization, this 23rd day of August, 2023 by Kenneth Skaggs

JOSETTE DORVILUS FRANCOIS
Notary Public - State of Florida
Commission # HH 118261
My Comm. Expires Apr 18, 2025
Bonded through National Notary Assn.

ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Waste Proof Florida Inc. (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal of a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

08/14/2023
Date Signed

« « « « « « « Notary on the following page » » » » » » »

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 23rd day of August, 2023 [X] Personally known

or [ ] Produced Identification _____.
(Specify Type of Identification)

_____
Signature of Notary

JOSETTE DORVILUS FRANCOIS
Notary Public - State of Florida
Commission # HH 118261
My Comm. Expires Apr 18, 2025
Bonded through National Notary Assn.

Commission Expires: April 18 2025

ATTACHMENT I: TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and

ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

Sean Michael Jennings
Name

President, CEO, Corp Secretary
Title

8/14/23
Date

Sean M Jennings
Signature

POWER OF ATTORNEY

This Power of Attorney made this 14 day of August 2023, I, Sean M. Jennings, President, CEO and Secretary of Waste Pro of Florida, Inc., hereby appoint, Kenneth Skaggs, Regional Vice President, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to the Village of Palm Springs – RFP No. 2023R-001 For Solid West and Recycling Collection Services, including any addendums.

2. This Power of Attorney is intended to grant broad powers to Kenneth Skaggs to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

Sean M Jennings
SIGNATURE of Sean M. Jennings
President, CEO and Secretary of Waste Pro of Florida, Inc.

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 14 day of August 2023, by Sean M. Jennings, CEO and President of Waste Pro of Florida, Inc.

Malenie Velez
(Signatory of Notary Public – State of Florida)

NOTARY PUBLIC STATE OF FLORIDA
MALENIE VELEZ
MY COMMISSION # HH 080343
EXPIRES: March 9, 2025
Bonded Thru Notary Public Underwriters

(Name of Notary Public)
Personally Known X or produced Identification _____ Type of Identification Produced _____

8). Bonding Affidavit

wtw

SPG | surety program group

August 15, 2023

RE: Waste Pro of Florida, Inc.
7329 7th PL
West Palm Beach, FL 33411

Project: Request for Proposals - RFP 2023R-001 - Solid Waste and Recycling Collection Services
Village of Palm Springs, FL

To Whom It May Concern:

Waste Pro of Florida, Inc. has maintained a surety bonding credit relationship with Willis Towers Watson for many years. A surety we currently use on their behalf is XL Specialty Insurance Company, and the account is in good standing. We currently have a surety line of credit in place for Waste Pro of Florida, Inc. with XL Specialty Insurance Company for single projects of $10,000,000 and an aggregate line of $35,000,000, if needed. We have always found them to be an exemplary client and excellent contractor.

Reserving the surety's rights to practice normal underwriting functions, if Waste Pro of Florida, Inc. is the successful bidder on the above referenced project under consideration and requests that we furnish to the Village of Palm Springs, FL an annually renewable, Performance Bond for the faithful performance of the Agreement and all of the Contractor's obligations hereunder, and the Performance Bond shall be in the amount of One Million Dollars ($1,000,000), then we will be prepared to execute such bonds.
As is customary, any consideration by the surety is subject to the following conditions:

1) All terms and conditions of the contracts, including any amendments or supplemental conditions meet the surety's satisfactory review and approval

2) Bond form(s) meet the surety's satisfactory review and approval

3) Financing of the contract meets the surety's satisfactory review and approval

4) All other normal underwriting conditions as determined by the surety have been met by Waste Pro of Florida, Inc. at the time of contract award and final bond request

A.M. Best Company has assigned XL Specialty Insurance Company an "A+" XV rating and XL Specialty Insurance Company is on the Treasury Department Circular 570 list of approved sureties for federal bonds and is approved to transact business in the State of Florida. XL Specialty Insurance Company has been in business and has record of successful and continuous operation well over five (5) years.

Please do not hesitate to reach out or call with any questions.

Very truly yours,

XL Specialty Insurance Company

By: Lisa A. Pless
Lisa A. Pless, Attorney-In-Fact

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

71

WTW Southeast, Inc.
5 Concourse Parkway
Suite 1800
Atlanta, GA 30328

DocuSign Envelope ID: 0DA4A297-DD64-4FCB-A782-FB75B6EC35C1

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1617940

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Kyle Williams, Lisa A. Pless, Chaun Wilson

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 7th, 2022.

XL SPECIALTY INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

by: Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

On this 7th day of April, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 15th day of August 2023.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 7th day of April, 2022.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 7th day of April, 2022, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 15th day of August 2023.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 4/7/2024



XL Insurance
Reinsurance

Commercial Bond – Contact Information

All correspondence in conjunction with this bond must be directed to the following address or Email:

XL Specialty Insurance Company
Surety Administrative Office
677 Washington Blvd
10th Floor
Stamford CT, 06901
For general inquiries please contact: XL-Surety-General@axaxl.com
For claims inquiries please contact: AXAXL-BondClaims@axaxl.com

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

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NOTICE TO POLICYHOLDERS

New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	**WARNING**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	**All Commercial Insurance, Except As Provided for Automobile Insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Automobile Insurance:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.
Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**

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Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	**All Commercial Insurance, Except As Provided for Workers' Compensation** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **Workers' Compensation:** It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	**Workers' Compensation:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions[1]. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

[1] "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

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NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL Catlin insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

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Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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9). E-Verify Support

9). E-Verify Support

Waste Pro of Florida Inc, a waste management company operating in Florida, has confirmed its compliance with Section 448.095 of the Florida Statutes.

By affirming their compliance with Section 448.095, Waste Pro of Florida Inc demonstrates their commitment to fostering an atmosphere of transparency, accountability, and integrity within our organization. This commitment serves to protect the rights of our employees and contributes to the overall goal of upholding the laws and regulations governing the waste management industry in the state of Florida.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

Approved by:

Employer Waste Pro USA, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/17/2014

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Waste Pro USA, Inc.
Company Facility Address	2101 W SR 434 Suite 315 Longwood, FL 32779
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592733978
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	98 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855

Client Company ID Number: 788343

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	2
AR	2
FL	51
GA	6
LA	7
MS	23
NC	4
SC	1
TN	2

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shannon Early
Phone Number	4079372666
Fax	
Email	searly@wasteprousa.com

Name	Judi Craigo
Phone Number	4079372635
Fax	
Email	jcraigo@wasteprousa.com

This list represents the first 20 Program Administrators listed for this company.

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSAL'S RFP 2023-001

10). W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Waste Pto of Florida Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	3	7	0	1	1	7	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

11).Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CN105058554--GAWU-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : ACE Property & Casualty Insurance Company	20699
INSURER D : XL Specialty Insurance Company	37885
INSURER E : Lloyd's Of London	EC145
INSURER F :	

INSURED
Waste Pro of Florida, Inc.
7329 7th PL N.
West Palm Beach, FL 33413

COVERAGES **CERTIFICATE NUMBER:** ATL-004997806-09 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GEC300138205	11/22/2022	11/22/2023	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$	4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			RAE943788405	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident)	$	4,000,000
	X ANY AUTO			SIR: $2,000,000			BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	X UMBRELLA LIAB X OCCUR			XOOG71761885004	11/22/2022	11/22/2023	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD300138005 (AOS)	11/22/2022	11/22/2023	X PER STATUTE OTH-ER		
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A		RWE943549705 (FL,GA) (SIR: $500,000)	11/22/2022	11/22/2023	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
E	Umbrella Liability (over Auto)			B0509BOWCN2251462	11/22/2022	11/22/2023	Limit		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Division 0115, Solid Waste and Recycling Collection Services
Village of Palm Springs is/are included as additional insured where required by written contract with respect to general liability and auto liability. Contractual Liability applies to General Liability. Umbrella is follow form of primary subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.

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12).Supplemental Forms

VILLAGE OF PALM SPRINGS REQUEST FOR PROPOSALS RFP 2023-001

Contingency Plan

We appreciate the opportunity to serve The Village of Palm Springs as your solid waste management partner. This letter formally confirms our commitment to provide continuous and reliable waste management services to your community in adherence to the terms specified in our agreement.

Waste Pro understands the importance of regular and timely waste management services to the health, safety, and well-being of The Village of Palm Springs residents. We commit to providing these services without interruption, provided the Solid Waste Authority of Palm Beach County (SWA) is operational. In this light, our services will be available during all regular SWA operating days and hours.

Exceptions to Service:

1. Holidays: Waste Pro will not operate on Christmas and Thanksgiving Day, aligning our holiday schedule with the SWA's operational calendar.

2. Natural Disasters: In the event of a natural disaster, such as a hurricane, our operations may be suspended to ensure the safety of our employees and the residents. We have developed a comprehensive Emergency Response Plan, which outlines the steps to resume services as quickly as feasible post-disaster.

We are committed to upholding the highest service standards and compliance with all federal, state, and local regulations. Furthermore, Waste Pro will continue coordinating with SWA to ensure a seamless and effective waste management service for The Village of Palm Springs residents.

We thank you for entrusting Waste Pro as your waste management provider. We look forward to a productive and lasting partnership with The Village of Palm Springs.

Attachment: Emergency Response Plan for Natural Disasters (Contingency Plan)
Enclosures: Emergency Response Plan for Natural Disasters (Contingency Plan)



HURRICANE PREPAREDNESS AND CHECKLISTS

Waste Pro USA

Revision Date: 08/22/2014

Hurricane Preparedness Checklist – Annual Review Prior to June 1

Hurricane Preparedness Checklist

The RSM should use this list to prepare for Hurricanes and document critical information in the facility continuity and crisis plan folder.

X	ITEM	Person Responsible
	Represent the Well-Being of Employees: Train employees on pre-defined crisis communication in the event normal channels of communication are not available. Provide information on appropriate safety and work-related responsibilities and continuing communications means. **Get the message out** – "The number one priority during a hurricane event is to protect you and your family." Inform employees to be prepared. Have an evacuation plan, stock pile emergency supplies. Don't forget your pets, and where to get additional preparedness/evacuation information.	
	Provide Overall Direction: The Regional Safety Team, supported by the Divisional Management Team and the Corporate Safety Team, is responsible for managing the recovery and restoration of business processes as rapidly and effectively as possible following a disruption. This involves two areas of concern: maintaining the processes and business operations environment and restoring the physical site.	
	Preparation for Damage Assessment: Identify recovery resources that will be needed post event. Examples include: • Structural Engineer - Assessment of facilities condition. • Electrician – Assessment of electrical service. • Plumber – Assessment of sanitation and water supply • Sprinkler Contractor – Assessment of fire systems	
	Contact Local Emergency Service Providers: Contact local emergency service providers, as appropriate to obtain: • Emergency Services phone numbers and contacts. • Evacuation routes and the timing of mandatory evacuations in advance of storm landfall • Addresses of local storm shelters • General preparedness instructions	
	Ensure an accurate and up to date phone list is in use for all divisional employees. This list should include position title and a working phone number.	
	Manage Public Relations: Identify regional media contact and be prepared for interviews by news media, public officials, curiosity seekers, and customers. All correspondence to radio, television, newspaper, etc. is the responsibility of Ron Pecora Waste Pro USA Chief Marketing Officer. Prior to making any public statements consult with Ron Pecora and have his contact information available. 407-234-5573	
	Represent the Interests of Customers: Have plans in place to retrieve an up to date list of customers and contacts so that you can keep them informed of the situation and the steps Waste Pro USA is taking to mitigate downtime.	
	Represent the Interests of Suppliers: Have plans in place to retrieve an up to date list of key suppliers and contacts so that you can keep them informed of the situation and the steps Waste Pro USA is taking to mitigate downtime. Advise them on priority decisions, as appropriate, concerning deliverables to Waste Pro USA.	
	IT and computer recovery: Contact Allan Albee 407-937-2669	
	Evaluate Security Needs: Identify additional security resources/vendors that will be needed during and post event, engage providers and build security into your BC plan.	
	Initiate Cost Tracking Charge Numbers: As appropriate to the extent and expected duration of the outage, obtain charge numbers to track costs and issue instructions to involved personnel on their application.	
	Environment Health and Safety (EH&S): If renting a facility ask the landlord to verify there is no asbestos in the building materials of your facility. If this material is disturbed by the event it may become airborne causing a health hazard to those working during the recovery process. Use qualified contractors to deal with regulated substance such as mold and asbestos.	

Pre- Hurricane Watch Checklist – Complete Prior to Evacuation

Hurricane Watch – Hurricane Conditions are *possible* in the specified area of the WATCH, usually within 36 hours.

X	Action Required	Person Responsible
	Assign Responsibility for a Disaster Log: Assign responsibility to record events, findings, special purchases, actions taken.	
	Remind employees to make home preparations for evacuations and preparedness.	
	Post Hurricane Watch notification: Continually provide updates about status changes to your location.	
	Ensure operational phones are on site	
	Post phone numbers where employees can call and get company information	
	In buildings without a formal communication system, employees will be notified and updated by their management.	
	Be prepared to initiate actions on Hurricane Warning Checklist, should the Watch be changed to a Warning.	
	Inspect office areas and instruct employees to protect files and vital records.	
	Have all fuel tanks filled, including emergency generators and company vehicle gas tanks.	
	Inspect the grounds, building exteriors, and roofs for loose equipment and objects that might be carried through the air by high winds. All such items are to be moved inside of buildings.	
	Inspect all overhead doors for proper alignment, loose rollers, and locking devices working, tighten and realign where necessary.	
	Clear all sumps, grates, storm drains, roof drains of debris.	
	Purchase drinking water.	
	Obtain cash (small denominations) for emergency purchases.	
	Have all trash hoppers/dumpsters emptied. Shipping/Receiving leave boxes inside.	
	Turn on television equipment (weather channel) to monitor changing conditions.	
	Identify Hurricane-threatened facilities and job sites within the 3-day cone as predicted by the National Hurricane Center. Determine appropriate evacuation procedures/routes for the affected sites.	
	Cover or shield exterior windows when practical.	

During Hurricane Checklist

X	Action Required	Person Responsible
	Shut off utilities if necessary; if possible communicate to systems personnel prior to shutdown.	
	Police the building for problems, water, etc.	
	Stay away from windows.	
	Close and lock all doors.	
	Do not use elevators.	
	Monitor local weather and radio channels for changing conditions and advice.	

Post Hurricane Checklist

X	Action Required	Person Responsible
	Account for all personnel.	
	Assess the Damage: Following a disruption, RSM and appropriate team members as determined by the team lead assemble in a convenient location to assess damage. The nature and magnitude of the disruption must be accurately determined so that the appropriate actions can be taken. For instance, in certain disasters, it may be difficult to move around the area, roads and airports may be closed and delivery of equipment may be delayed. Assessment Considerations: • Structural integrity of the building. • Status of electrical system exposure to live electrical equipment and parts. De-energize lockout and tagout damaged or dangerous equipment. • Identify offices that remain usable. • Identify phones, computers copy machines, faxes that are still usable. • Identify usable and damaged inventory. • Evaluate IT infrastructure needs.	
	Personnel not designated as members of the recovery team or safety team will not be permitted on the premises unless cleared by the Incident Commander.	
	Use phone trees or other communication methods to notify personnel when it is safe to return to work.	
	All correspondence to radio, television, newspaper, etc. is the responsibility of Ron Pecora Waste Pro USA Chief Marketing Officer. Consult with Ron Pecora prior to releasing any pubic statements. 407-234-5573	
	Obtain additional security resources to guard the location if necessary	
	Restore building services / equipment.	
	Clean up, make repairs, etc.	
	Insurance Claims: Initiate contact with the Waste Pro USA loss control manger to determine if the event qualifies to submit an insurance claim. Kendall Taylor 407-490-6926	
	Take pictures / videos of any property damage.	
	Notify Waste Pro USA Corporate office to inform the rest of the WASTE PRO USA organization of the facilities status.	

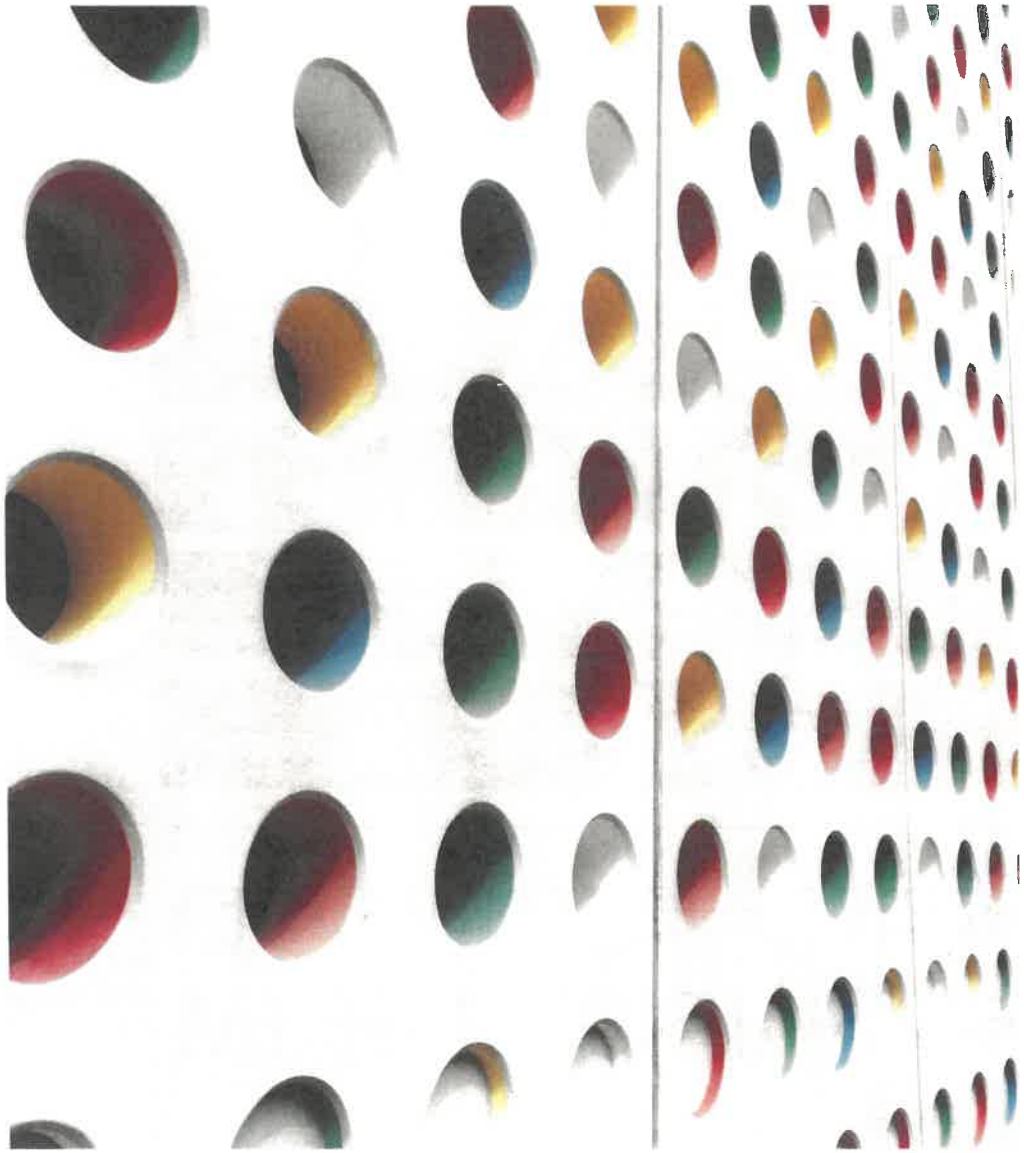
Conference Call Agenda

Roll Call and Reporting Facilities
Pre Hurricane Calls Facility Reports

- Checklist Review
  - Materials Ordered
  - Phones
  - Facility Door Inspections Complete
  - Generators and Fuel
  - Storm/Roof Drains Inspected and Cleared
- Caring Hands Phone Number
- Phone Trees in Place
- Security Arrangements
- Landlord Contact

Post Hurricane Calls

- Roll Call and reporting Facilities
- Post Checklist Review
- Recovery Procedures
- Resumption Procedures



Hurricane Preparedness

SAFETY TEAM MEETING

05/01/2023

We have Summarized the First checklist to 6 Major Components

Supply list - Stocking up	Safety Meetings - Employee education	Ownership - Who owns which task?
Emergency Contact List	Expense Tracking.	Facility Inspection

Stocking Up!

Plastic Sheathing for Sensitive Equipment

Plastic Bags for Computers

Storage Containers'

Batteries

Water

Duct Tape

Safety Equipment's (Glasses, Hardhats, Gloves, Dust Masks)

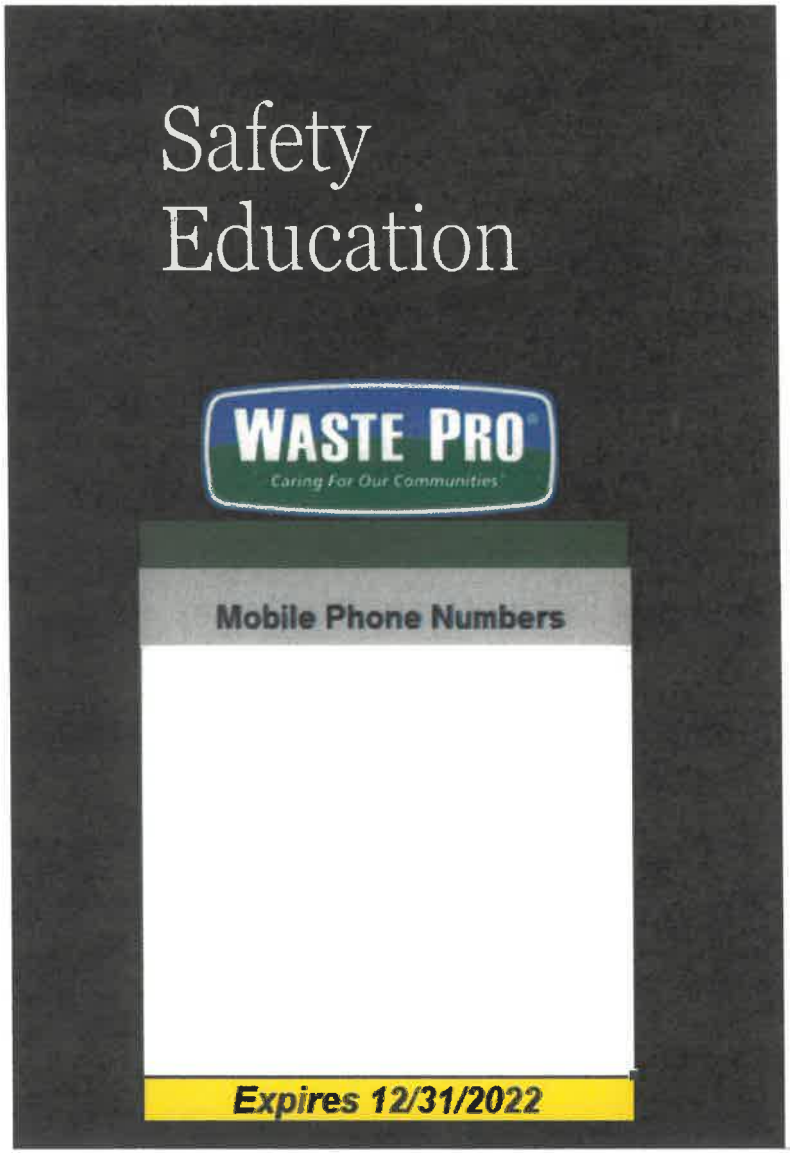
First Aid Kit

Light Sticks Flashlights

Paper Towels Toilet Paper

Cleaning Supplies (Brooms, Mops, Buckets, Cleaners, Towels etc.)

Enough Food, Water for sustaining Recovery Personnel if BC Plan indicates it.



At the beginning of Hurricane Season, we will cover Emergency Response and Hurricane Preparedness During our Monthly Safety Topics and then again when notice of a hurricane is advised.

- Hurricane preparations
- Supplies list
- Safety tips
- How to's?
- In the event of landfall how will we communicate with employees?
- What conditions will be considered workable and not
- During week of, we need to give time for employees to make their own preparations
- ID Badges
- Etc.

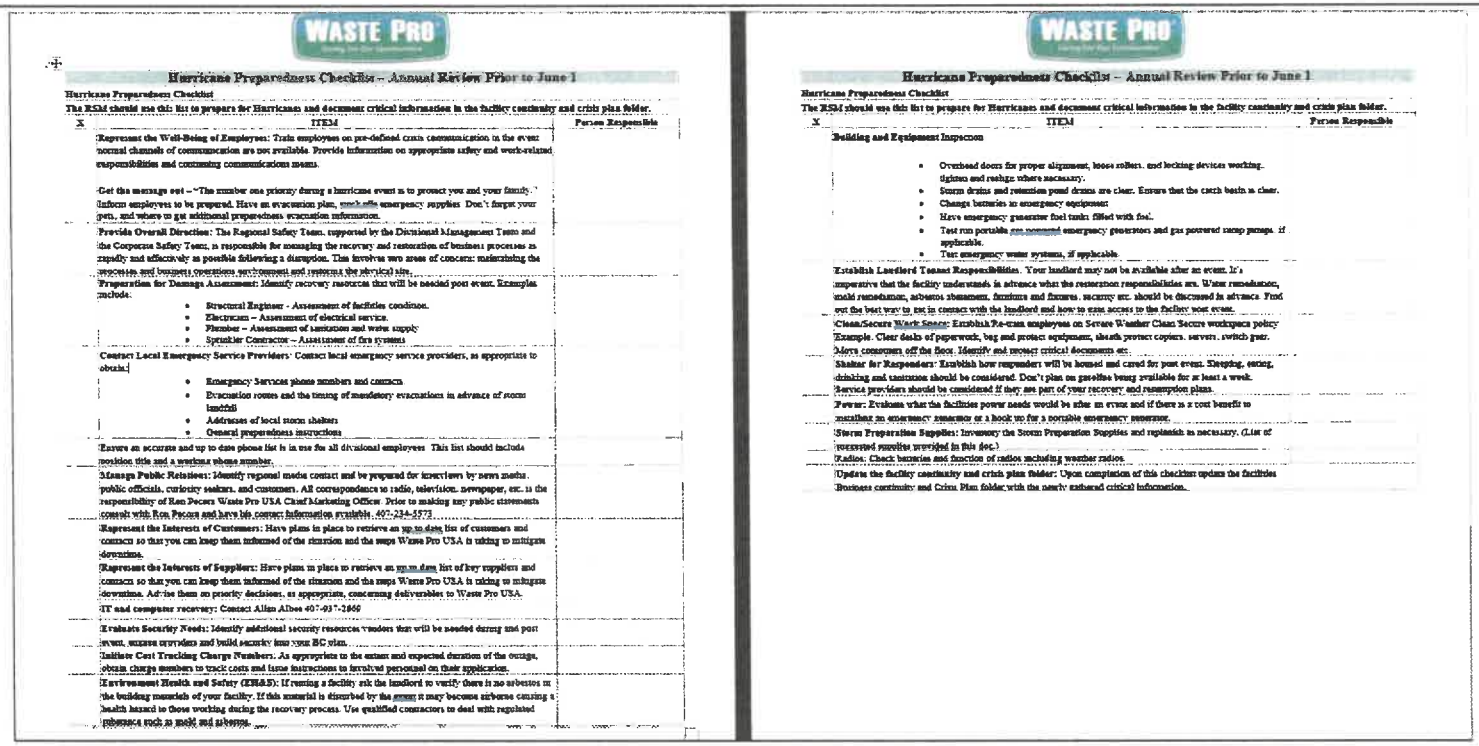
Expense Tracking.

All expenses related to hurricane preparedness and post hurricane clean up efforts should be track and documented.

Often time these expenses can be applied towards our deductible in our facility insurance.

I'm working with AP to create a tab on the DAR for each location to track all hurricane related expenses.

Hurricane Preparedness Checklist



WASTE PRO

Hurricane Preparedness Checklist – Annual Review Prior to June 1

Hurricane Preparedness Checklist

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	Provide Overall Direction: The Regional Safety Team, supported by the Divisional Management Teams and the Corporate Safety Team, is responsible for managing the recovery and restoration of business processes as rapidly and effectively as possible following a disruption. This involves two areas of concern: maintaining the processes and business operations, and restoring the physical site.	
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	Ensure an accurate and up to date phone list is in use for all divisional employees. This list should include position title and a workforce phone number.	
	Manage Public Relations: Identify regional media contact and be prepared for interviews by news media, public officials, curiosity seekers, and customers. All correspondence to radio, television, newspaper, etc. is the responsibility of Ron Pecora Waste Pro USA Chief Marketing Officer. Prior to making any public statements consult with Ron Pecora and have his contact information available. 407-734-5573	
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	Evaluate Security Needs: Identify additional security resources vendors that will be needed during and post event, assess providers and build security into your BC plan.	
	Initiate Cost Tracking Charge Numbers: As appropriate to the extent and expected duration of the outage, obtain charge numbers to track costs and issue instructions to involved personnel on their application.	
	Environment Health and Safety (EH&S): If renting a facility ask the landlord to verify there is no asbestos in the building materials of your facility. If this material is disturbed by the event it may become airborne causing a health hazard to those working during the recovery process. Use qualified contractors to deal with regulated substances such as mold and asbestos.	

WASTE PRO

Hurricane Preparedness Checklist – Annual Review Prior to June 1

Hurricane Preparedness Checklist

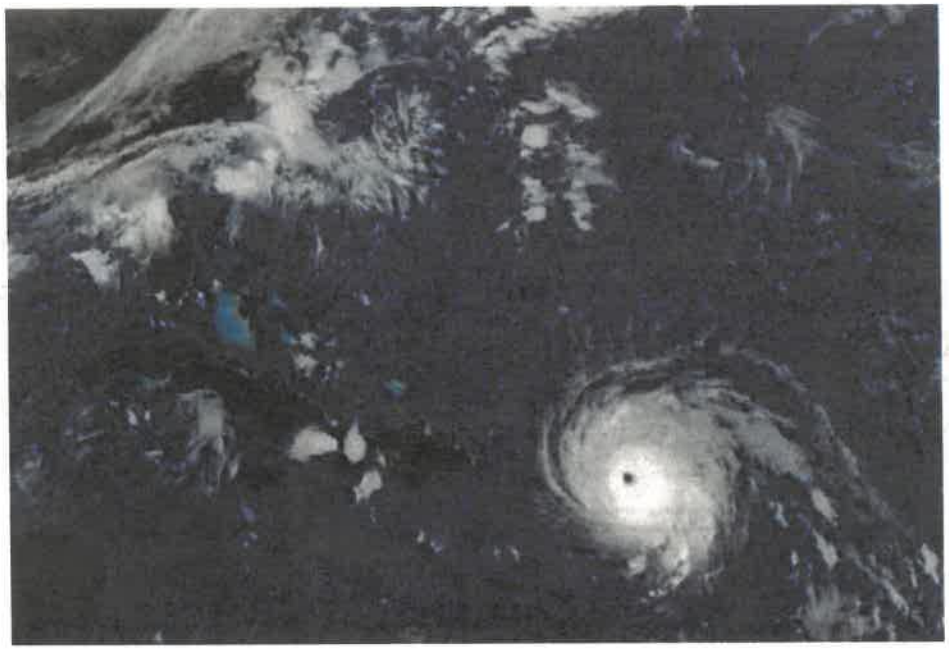
The RSM should use this list to prepare for Hurricanes and document critical information in the facility continuity and crisis plan folder.

X	ITEM	Person Responsible
	Building and Equipment Inspection • Overhead doors for proper alignment, loose rollers, and locking devices working, tighten and realign where necessary. • Storm drains and retention pond drains are clear. Ensure that the catch basin is clear. • Change batteries in emergency equipment. • Have emergency generator fuel tanks filled with fuel. • Test run portable gas powered emergency generators and gas powered sump pumps if applicable. • Test emergency water systems, if applicable. **Establish Landlord Tenant Responsibilities.** Your landlord may not be available after an event. It's imperative that the facility understands in advance what the restoration responsibilities are. Water remediation, mold remediation, asbestos abatement, furniture and fixtures, security etc. should be discussed in advance. Find out the best way to get in contact with the landlord and how to gain access to the facility post event. **Clean/Secure Work Space:** Establish Pre-train employees on Severe Weather Clean Secure workspace policy Example. Clear desks of paperwork, bag and protect equipment, sheath protect copiers, servers, switch gear. Move computers off the floor. Identify and protect critical documents etc. **Shelter for Responders:** Establish how responders will be housed and cared for post event. Sleeping, eating, drinking and sanitation should be considered. Don't plan on gasoline being available for at least a week. Service providers should be considered if they are part of your recovery and resumption plans. **Power:** Evaluate what the facilities power needs would be after an event and if there is a cost benefit to installing an emergency generator or a hook up for a portable emergency generator. **Storm Preparation Supplies:** Inventory the Storm Preparation Supplies and replenish as necessary. (List of recommended supplies provided in this doc.) **Radios:** Check batteries and function of radios including weather radios. **Update the facility continuity and crisis plan folder:** Upon completion of this checklist update the facilities Business continuity and Crisis Plan folder with the newly captured critical information.	

WASTE PRO

Caring For Our Communities

SOLID WASTE COLLECTION – AFTER THE STORM



04/2023

Know the Risks

- ✓ **Infection – Storm Water May Contain Infectious Organisms Such as Tetanus, E-Coli, Hepatitis, Salmonella, etc. Beware of Contaminated Food and Water. Wear Gloves and Wash Your Hands or Use Hand Sanitizer Prior to Eating**

- ✓ **Do Not Wear Uniforms Home – Place in Laundry Bins**



- ✓ **If You Are Injured – Clean the Wound Immediately using Soap & Water or an Antiseptic. Keep the Wound Dry and Avoid Contact With Possibly Contaminated Water or Other Materials – Wear Gloves**

WASTE PRO
Caring For Our Communities

Reduce Your Risk

Take Care Of Yourself

- ✓ **Storms/Disasters Cause Stress**
- ✓ **Be Alert for Emotional Stress or Exhaustion**
- ✓ **Be Alert For People Who May be Irrational, Hungry or Desperate**
- ✓ **Always Watch Out for Kids – They May be Unsupervised After an Emergency**
- ✓ **Get Plenty of Rest and Pace Yourself When Working**
- ✓ **Stay Hydrated and Avoid Heat Related Illness**
- ✓ **Wear Sunscreen and Mosquito Repellent**





WASTE PRO
Caring For Our Communities

Be a Professional and a Good Neighbor

- ✓ **Be Patient – Be Safe – Make Good Choices**
- ✓ **If You Encounter Injured People or Stranded People Call for Help and Give Any Assistance You Can**
- ✓ **Report Crimes to the Police**





- ✓ **BE A WASTE PRO**

WASTE PRO
Caring For Our Communities

SECTION 2: SUBMISSION REQUIREMENTS

Project Name: Solid Waste and Recycling Collection Services

Proposal Number: RFP 2023R-001

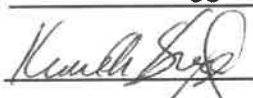
The following items must be included in the proposal response:

1. Letter of Interest
2. Copy of Submission Requirements form
3. Price Schedule Proposal Form (2 pages)
4. Attachments A -I
5. Bonding Affidavit from Surety
6. E-Verify Support (Memorandum of Understanding)
7. Alternate Route/Schedule (include map)
8. Complaint-handling Software System information
9. Transitional Timeline and Strategy
10. References
11. W-9 Form
12. Certificate of Liability Insurance
13. Supplemental Forms

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

PROPOSER (firm name): Waste Pro of Florida Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Kenneth Skaggs

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: Regional Vice President DATE: 08/14/2023

Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

RFP 2023R-001
SOLID WASTE AND RECYCLING COLLECTION SERVICES
Addendum No. 1
AUGUST 23, 2023

BIDS DUE: 4:00 PM, Local Time, 09/08/2023

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **Solid Waste and Recycling Collection Services** project, fully and completely as if the same were fully set forth herein.

1. **ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS**
2. The deadline to submit RFP bid proposals is **Friday, September 8, 2023, at 4:00 PM**. A bid meeting to announce submittals is set for **Monday, September 11, 2023, at 10:30 AM.**

Receipt acknowledged and conditions agreed to the 23 day of August, 2023.

Waste Pro of Florida Inc
Bidder

By

Village of Palm Springs

Staff Report

AGENDA DATE: December 14, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #17: Commercial Planned Development Master Site Plan (SPR23-10) - Village Collection of Palm Springs - Northwest corner of 10th Avenue North and South Florida Mango Road

SUMMARY: Insite Studio, agent for 10th Avenue Partnership LTD ("Applicant") is requesting a Commercial Planned Development Master Site Plan approval (**SPR23-10)** to allow the redevelopment of the site to accommodate three (3) separate proposed development plans on the property located on the northwest corner of Florida Mango Road and 10th Avenue North (directly west and north of the Chase Bank Building) (+- 8.61 acres).

Note: The proposed site was previously developed with a 4-story commercial office building with approximately 88,707 sq. ft. that was demolished in July 2023 and the newly constructed 4,081 sq. ft. Chase Bank building.

The proposed Commercial Planned Development (CPD) Master Site Plan provides for the following elements:

1. Perimeter landscape and compatibility features, including a privacy wall between the subject commercial parcel and abutting residential properties to the west, north, and east, and entry landscaping features at the entrance drives.
2. Shared access to the CPD from Florida Mango Road and 10th Avenue North, with internal access to future development parcels.
3. Shared infrastructure improvements.
4. Architectural Guidelines for the CPD provide a consistent theme throughout the unified project through colors, materials, and architectural elements.
5. Open space (minimum 20%) based on the entire CPD.
6. The Master Sign Program for the CPD, which includes six (6) monument signs: (Note: existing nonconforming signs will be removed and there are two (2) existing signs as part of the Chase Bank site).

If approved, the proposed Master Site Plan would provide for the consideration of the development of the property to the west and the north of the Chase Bank building and each site-specific site development plan will be processed separately and as depicted on the proposed master site development plan.

The Planning and Zoning Board considered this application during their November 14, 2023, meeting and recommended approval.

Staff supports the applicant’s intent to move forward with the proposed redevelopment project, allowing the revitalization of the existing underutilized property.

FISCAL IMPACT:

The proposed master site plan for the commercial planned development does not have a significant fiscal impact on the Village; however, it is expected to enhance the Village's assessed property valuation.

ATTACHMENTS:

1. Resolution No. 2023-52 - Site Plan Developments (SPR23-10) - 10th Avenue North and Florida Mango Road
2. Exhibit "A" Staff Report
3. Project Description
4. Site Plan, Landscape Plans and Traffic Analysis
5. Proposed Master Sign Plan
6. Architectural Compability
7. Aerial and Location Maps

RESOLUTION NO. 2023-52

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, THE MASTER SITE COMMERCIAL PLANNED DEVELOPMENT SUBMITTED BY INSITE STUDIO, ("AGENT") FOR 10TH AVENUE PARTNERSHIP LTD ("APPLICANT"), TO ALLOW THE REDEVELOPMENT OF THE SITE TO ACCOMMODATE THREE (3) SEPARATE DEVELOPMENT PLANS LOCATED ON THE NORTHWEST CORNER OF FLORIDA MANGO ROAD AND 10TH AVENUE NORTH (DIRECTLY WEST AND NORTH OF THE CHASE BANK BUILDING); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2023, the Planning and Zoning Board reviewed and considered the request by Insite Studio ("Agent"), for 10th Avenue Partnership LTD, approval of Master Site Commercial Planned Development to redevelopment of the site to accommodate three (3) separate proposed development plans on the property located on the northwest corner of Florida Mango Road and 10th Avenue North (directly west and north of the Chase Bank Building) (+-8.61 acres); and

WHEREAS, the Planning and Zoning Board recommendation to approve this application, subject to staff report conditions, has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Planning and Zoning Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of the Applicant for approval of the Master Site Commercial Planned Development to redevelopment of the site to accommodate three (3) separate proposed development plans on the property located on the northwest corner of Florida Mango Road and 10th Avenue North (directly west and north of the Chase Bank Building) (+-8.61 acres); and the same having been heard in Regular Session on December 14, 2023; and having

been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application as revised, with the staff report conditions attached hereto as **Exhibit "A"**, and which is incorporated herein by reference:

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
JONI BRINKMAN, VICE MAYOR	□	□	□
PATTI WALLER, MAYOR PRO TEM	□	□	□
GARY READY, COUNCIL MEMBER	□	□	□
KIMBERLY SCHMITZ, COUNCIL MEMBER	□	□	□

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

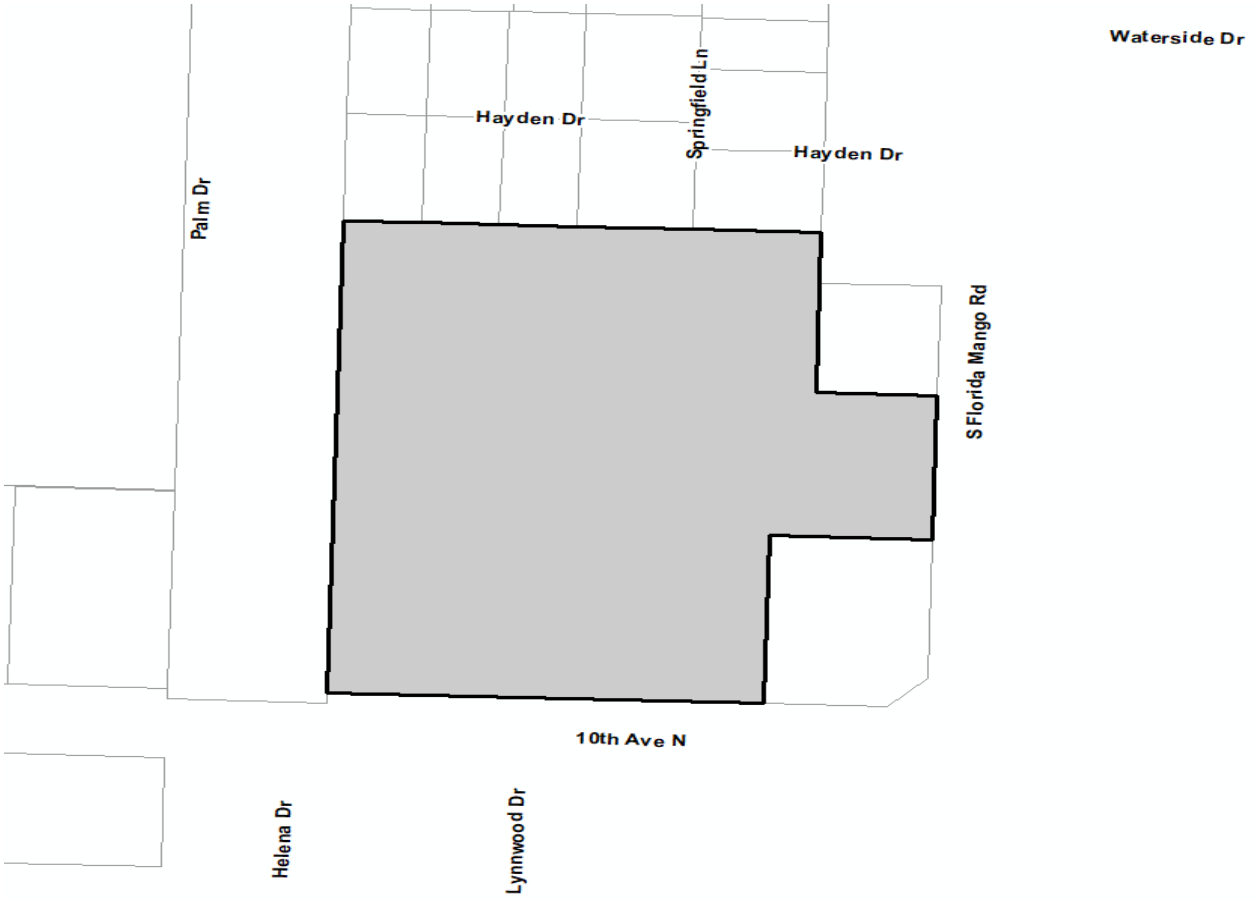
PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Master Site Plan – Village Collection of Palm Springs - 10th Ave North & Florida Mango Rd.

Application Summary			
Applicant / Petitioner	Village Collection of Palm Springs	**Submittal Date**	9/29/2023
Reference Name	Village Collection of Palm Springs	**Case Number**	**SPR23-10**
		Parcel Control No	70-43-44-20-39-000-0020, 70-43-44-20-40-001-0000, 70-43-44-20-40-002-0000 & 70-43-44-20-40-003-0000
Location	Northwest corner of 10th Avenue North & S Florida Mango Road	**Site Area**	±7.8 gross acres
P&Z Bd Meeting	November 14, 2023	**Council Meeting**	December 14, 2023
Requests			
Proposed Use(s)	Master Site Plan (**SPR23-10**) to allow the redevelopment of the site to accommodate 3 additional commercial projects for the total of four (4) development out parcels, for the Commercial General property located at the northwest corner of S Florida Mango Road and 10th Avenue North.		
Number of parcels	4 Commercial General parcels Lot 2- 0.87 acres (existing to remain) 4,081 sf Chase bank building (0.11 FAR) Tract 1 – 4.63 acres maximum FAR 100,841 sf Tract 2 – 1.81 acres maximum FAR 39,421 sf Tract 3 – 1.3 acres maximum FAR 28,314 sf		
Setbacks			
Code	**Required Minimum**		
West, North and East	As a Commercial Planned Development adjacent to residential use, the minimum setback shall be 30'. North – 66', East – 96' and West – 75'		
South	As a Commercial General zoning district property, the minimum at front shall be 50'. Minimum setback proposed will be 74' from 10th Ave North		
Site Characteristics			
Existing Use	Vacant lot and Chase Bank building to remain.	**Proposed Use**	Chase Bank building to remain and subdivide the remaining portion into 3 separate commercial lots.
Existing Zoning	Commercial General (CG)	**Existing Future Land Use**	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Residential uses	Commercial & Low Density Residential	Commercial General (CG) & Residential Multiple-Family (RM)
South	Residential uses	Unknown Unincorporated PBC	Unknown Unincorporated PBC
East	Shopping center	Unknown Unincorporated PBC	Unknown Unincorporated PBC
West	Residential mobile home park	High Density Residential	Residential Multiple-Family (RM)
Recommendation			

Planning, Zoning & Building Staff recommends conditional approval of the commercial planned development master site development plan, depicted on the proposed master site plan, to permit the redevelopment and revitalization project of the existing underutilized property.



I. Site History

- Ordinance 2010-02: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on February 11, 2010 and designated with the Land Development as Commercial General zoning districts and Future Land Use Commercial.

- Resolution 2017-26: Site Plan and Special Exception Use

On August 10, 2017 the Village's Council approved a Site Plan and Concurrently a Special Exception Use to redevelop the site by demolishing the existing bank drive-through and constructing a freestanding 4,081 square feet Chase Bank Branch with two lanes drive-through ATM with by-pass lane.

- Resolution 2018-22: Plat

The Village's Council approved on July 12, 2018 under above resolution, a final plat application to subdivide the 8.6-acre property at the northwest corner of the 10th Avenue North and Florida Mango Road to create a separate lot for Chase Bank building, the boundaries of the second lot created coincided with those of the special exception/site plan approved under Resolution 2017-26.

- Resolution 2020-01: Master Site Development Plan

The Village's Council approved on January 9, 2020, under above resolution, a Master Site Development Plan to allow the demolition of the existing 4-story commercial office building and redevelop the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres).

- Resolution 2020-02: Site Development Plan and Special Exception Use and Three Variances

The Village's Council approved on January 9, 2020, under above resolution, a Site Plan Amendment and concurrently a Special Exception Use to permit the construction of 5,411 square feet convenience store building with 8,613 square feet canopy accommodating twenty (20) fueling stations, within 1.81 acres (Tract 2 of the Commercial Planned Development), located directly west of the new Chase Bank building.

- Resolution 2020-03: Site Development Plan and Special Exception Use

The Village's Council approved on January 9, 2020 under above resolution, a Site Plan Amendment and Special Exception Use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays, within 1.3 acres (Tract #3 of the Commercial Planned Development) on the southwest portion of the property.

- Resolution 2020-14: Plat

The Village's Council approved on May 14, 2020 under above resolution, a final plat application to re-plat the property to be consistent with the approved commercial planned development master plan (approved under Resolution 2020-01), and subdividing the property into three (3) separate parcels to enable the properties to be conveyed to future purchasers as legal lots of records.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed site development plan to re-develop the property to accommodate 3 separate development plans on the remaining portion of the property west of the Chase Bank building, is consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III. Neighborhood Compatibility

1) The proposed project is located on the northwest corner of 10th Avenue North and South Florida Mango Road.
2) An existing shopping center is located on the east side of the property with several different retails, offices and restaurants establishments occupying the suites.
3) Surrounding properties are generally residential use.
4) The proposed project is on one of the most important corridors within the Village limits, 10th Avenue North, that connects East and West portions of the surrounding cities.

IV. Regulatory Issues

- The master site plan generally conforms to the property development standards of the CG district.
  1) Proposed project plan generally meets required site development regulations.
  2) An 11' wide right-of-way shall be dedicated to Palm Beach County.
  3) A right-of way construction permit is required to be obtained with PBC.
  4) Existing eastern egress driveway on 10th Ave North shall be eliminated accordingly with PBC requirements.
  5) A westbound right-turn lane at the project driveway on 10th Avenue shall be constructed by the PBC standards.

6) Permits from all applicable permitting agencies, including but not limited to Lake Worth Drainage District, Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs are required prior to construction.
7) Civil/Utility plans shall be approved by the Village's Engineer.

V. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VI. Community Outreach/ Notification

- The subject property was posted on November 8, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 3, 2023.
- Legal advertisement was published in the paper on November 2, 2023.

VII. Proposed Development Plan Details

The petitioner's development plans dated received on September 29, 2023 depicts the following:

- An application submitted for a Master Site Development Plan Approval for the redevelopment of the site to accommodate 3 separate development plans on the remaining portion of the property west of the Chase Bank building.

1. Master Site Plan dated received September 29, 2023 revised and resubmitted on November 6, 2023.
2. Master Landscape plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
3. Engineering plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
4. Master sign plan.
5. Photometric plan.
6. Boundary survey.
7. Plat.
8. Traffic study.
9. Drainage calculations.

VIII. Recommendation

The applicant is requesting a Master Site Development Plan to allow the redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building. The property was previously developed with a 4-story commercial office building that was demolished in July 2023.

Each site-specific site development plan will be processed separately and as depicted on the proposed master site development plan; Staff supports the applicant's intent to permit the redevelopment project allowing the revitalization of the existing unutilized property.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed project to be consistent with goal, objectives and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and recommends conditional approval of the Master Site Development Plan subject to the following thirty-five (35) conditions below:

1. TPS approval letter shall be received **prior to Council consideration**.
2. Build out date will be determined once the TPS letter is received.
3. Proposed developments projects are limited to a maximum intensity of:
   Tract 1 – 4.63 acres maximum FAR 100,841 sf
   Tract 2 – 1.81 acres maximum FAR 39,421 sf
   Tract 3 – 1.3 acres maximum FAR 28,314 sf
1. The additional 11' wide right of way dedication to Palm Beach County along the 10th Avenue North shall be executed and recorded **prior to issuance of the first Certificate of Occupancy**.
2. Proposed development plans for each lot shall demonstrate compatibility with existing Chase bank building and surrounding environment accordingly with the Village of Palm Springs Building Design Guideline per Ordinance No. 2017-13.
3. The overall master sign plan shall be approved by the Council and each development site is subject to it.
4. Any existing or proposed utility box/cabinet shall be screened from view. Staff recommends wrapping the cabinet/box with a match design accordingly with the existing/proposed location.
5. Perimeter landscaping shall provide 1 tree every 20' all the time.
6. Perimeter compatibility treatments, specifically 6' privacy walls, shall be provided along north, east and west sides of the property. Perimeter wall shall be installed **prior to any construction activities** for any of each site.
7. All perimeter landscaping, including entry features, shall be installed **prior to 1st CO**.
8. Existing non-conforming pole sign shall be removed **at time of permitting**.
9. Proposed village sign easement location is to be coordinated with Village Administration and dedicated (executed, accepted by Village Council and recorded) **prior to 1st CO.**
10. Landscape plans shall be revised **prior to Council consideration** to eliminate the specific use for each lot.
11. A Utility/Civil Plan shall be approved by the Village Engineer **at time of permitting**.
12. A ROW permit shall be obtained with the PBC **at time of permitting**.
13. The access driveway at 10th Avenue North shall be configured for a right-out-only egress
14. A root barrier shall be provided on trees that are within 12' of utility lines.
15. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
16. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
17. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
18. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
19. Provide permits from all applicable permitting agencies, including but not limited to Palm Beach County Roads, Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
20. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
21. All mechanical equipment's and above-ground infrastructure shall be screened from view.
22. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
23. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
24. All new electric utilities shall be underground.
25. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning,

Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.

26. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
27. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
28. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
29. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
30. Photometrics must be certified by an engineer **prior to CO**.
31. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
32. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
33. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
34. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
35. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

DESCRIPTION OF PROJECT

Village Collection of Palm Springs
Village of Palm Springs Planning, Zoning & Building Department Unified Development Application
Initial Submittal: September 22, 2023
Resubmittal: November 6, 2023

Request

On behalf of the Applicant, 10th Avenue Partnership LTD, we respectfully request approval of:

1) **Master Plan Amendment** to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137).
2) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 2 of the Village Collection of Palm Springs PCD (Chick-fil-A)
3) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 3 of the Village Collection of Palm Springs PCD (Chipotle)
4) **Variance** (Hours of Operation) for Tract 2 of the Village Collection of Palm Springs PCD to allow hours of operations beginning at 6:00 AM.

Site Background

The 7.74-acre site is located approximately 0 miles W of the intersection of 10th Ave N & Florida Mango Rd on the N side of 10th Ave North. The project addresses are 2625 10th Avenue N., 2665 10th Avenue N., and 2445 10th Avenue N. Palm Springs, FL 33461. The property is identified by the following Parcel Control Numbers (PCN): 70434420400020000, 70434420400030000, & 70434420400010000. The Existing Land Use is vacant, Future Land Use designation is Commercial (COM), and it is in the Commercial General (CG) zoning district. The subject site is located within the X Flood Zone. The primary access to the site is on 10th Avenue North.

Surrounding Uses

The subject site is situated along 10th Avenue North and Florida Mango Road, which are county-maintained public roads. It is in the CG Commercial General zoning district. The surrounding area is comprised of a mix of residential and commercial uses, land use, and zoning district classifications which are summarized below:

	Land Use | Zoning | Use(s)
North:	Low Density Residential | RM Residential Multifamily | Single-Family Residential
South:	10th Avenue North HR-12 High Density Residential | RH Multifamily (High Density) | Multifamily Residential Medium Density Residential | RM – Residential Multifamily | Vacant MR-5 Medium Density Residential | RH Multifamily (High Density) | Single-family Residential
East:	Florida Mango Road UC Urban Center | UC Urban Center | Shopping Center Community
West:	High Density Residential | RM Residential Multifamily | Mobile Home Park

Approval History

1) *Resolution 2020-01*
   - Commercial Plan Development with Master Site Plan approval to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres), located at 2601 10th Avenue N & Florida Mango Rd. Approved with forty (40) conditions (listed in Staff Report) on January 9, 2020.

2) *Resolution 2020-02*
   - Site Development Plan and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions within 1.81 acres (Lot #3 of the Commercial Planned Development), a waiver from Sec 34-164, and three (3) variances, PSV19-22 to allow 24-hour operations, PSV19-23 to allow an increase of primary frontage signage by 490 square feet to allow striping with logo on the south side of the fuel canopy and two wall signs on the building; and PSV19-24 to allow 1,068 square feet sign area wrap around the gas canopy sides not facing a public right of way. Approved with forty-one (41) Conditions (listed in Staff Report) on 1-9-2020.

3) *Resolution 2020-03*
   - Site Development plan and concurrent approval for a Special Exception use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays within 1.3 acres (Lot 4 of the Commercial Planned development).

Development Program

The Applicant, the 10th Avenue Partnership LTD, is requesting a Master Plan Amendment to the previously approved Village Collection of Palm Springs development to modify uses, as well as reconfigure the site layout. The site was previously approved for the construction of a RaceTrac gas station and Tire Kingdom tire sales and repair shop. At the time of the approval, Tract 1 was contemplated for future development with no set use or site layout associated to it. Presently, the Application proposed to amend the previously approved overall site plan to accommodate two restaurants with drive-through lanes.

To move forward with the development, several concurrent applications are being requested:

- Site Plan modification of Tract 2 for Chick-fil-A (6,111 SF) with concurrent approval for a Special Exception use for restaurant/drive-through with a variance for hours of operation. The hours of operation for Chick-fil-a are from 6 A.M. to 10 P.M.
- Site Plan modification of Tract 3 for Chipotle (2,454 SF) with concurrent approval for a Special Exception use for restaurant/drive-through. The hours of operation for Chipotle are from 10 A.M. to 10 P.M.

Parking Areas

Each site contains the required parking and is designed to meet off-street parking and loading zoning ordinance requirements. The Chick-fil-A restaurant/drive-through site (Tract 2) requires 30 and has 63 (4 ADA) parking spaces. There is a two-lane drive-through with a canopy and pick-up window on the east edge of the building. The site also contains five bicycle parking spaces, and two enclosed dumpster loading spaces. The Chipotle restaurant/drive-through site (Tract 3) requires 18 and has 24 (2 ADA) parking spaces. There is a two-lane one-way drive-through around the building and a pick-up window on the west edge of the building. The site also contains five bicycle parking spaces at the front of the building, three pick-up parking spaces, and an enclosed dumpster loading area at the rear of the building.

Loading Areas

Each proposed development site has one loading zone, as per the requirements of Section 34-1330. The Chick-fil-A restaurant/drive-through site (Tract 2) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area. The Chipotle restaurant/drive-through site (Tract 3) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area.

Open Space & Landscape

The Village Collection of Palm Springs is a commercial PUD, which requires 20% open space throughout the entire site. The proposed design for the three tracts allows each parcel to meet and exceed the open space requirements.

	Open Space Required	Open Space Provided
Tract 1	**40,315 SF**	**56,607 SF**
Tract 2	**15,731 SF**	**19,316 SF**
Tract 3	**11,344 SF**	**23,873 SF**
Total Open Space	**66,943 SF (1.54 AC)**	**99,796 SF (2.23 AC)**

As for landscaping, the site has received a complete overhaul in plant materials both inside and out. The buffers will be supplemented with additional canopy trees, palms, and a hedge. The internal roadway that runs through the site will be enhanced with meandering hedges and shrub beds. Each tract within the development has its own respective code-compliant landscape plans, which all meet and exceed the landscape requirements of the Palm Springs code. The landscape features a good mix of native and Florida-Friendly plant materials to create a vibrant and resilient environment around the development. Each tract features its own unique blend of plants but all tracts come together to create a central theme familiar to south Florida.

COMPLIANCE WITH CRITERIA

DISTRICT REGULATIONS

Purpose (Code 1994, § 30-561)

It is the purpose of the CG commercial general land development district to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. However, it is not the intent of this land development district to necessarily create or promote an extension of strip commercial areas.

The proposed Village Collection of Palm Springs Commercial Planned Development Master Plan project is permitted within the CG Commercial general land development district. The commercial uses are consistent with the purpose of the CG commercial general district in that they provide commercial services including food and lodging options that are accessible to residents of Palm Springs and surrounding municipalities and is within a mile from Interstate-95. The project is compatible with commercial development in the 10th Avenue North corridor, including commercial shopping centers, medical and professional offices, and gas stations.

Commercial General

Property Development Regulation	Required	Proposed Tract 2 Chick-fil-A	Proposed Tract 3 Chipotle
Minimum lot width	100 feet	246.34’	206.51’
Minimum frontage	100 feet	246.34’	206.66’
Minimum lot depth	200 feet	319.31’	273.92’
Maximum lot coverage	No Requirement	7.8%	4.3%
Minimum front yard	50 feet	71’ front setback	92’ front setback
Minimum side yard (interior)	15 feet	N/A	75’ side setback
Minimum side yard (corner)	25 feet	N/A	N/A
Minimum yards adjacent to residential land development districts	30 feet, excluding the front yard which shall remain at 50 feet.	N/A	75’ setback minimum
Maximum building heights	Four stories or 45 feet.	20’-4”	26’
Maximum Gross Floor Area	(11)*Maximum gross floor area:* 50 percent of total lot area.	0.35 FAR (based on total development area of tracts 1,2, and 3)	
Parking	required / provided	30/ 63 (4 ADA)	18/24 (2 ADA)

See site plan for additional data.

Sec. 34-1063 Planned Developments Performance Standards (Code 1994, § 30-731; Ord. No. 2014-06, § 2, 5-8-2014)

- The proposed site plan shows sidewalks on the portions of the site facing primary streets which are interconnected and provide pedestrian access to each building.
- The buildings on the site plan are situated to create a cohesive site plan and unified commercial development.

- Curb cuts and secondary streets are designed to optimize traffic circulation in and out of and within the site.
- Sufficient off-street parking is provided per each use.
- Lighting has been designed per the luminosity criteria and requirements of the Village.
- The landscaping has been designed to enhance the streetscape by creating sidewalks for pedestrian connectivity, trees for shade, and native plantings.
- There is a 15' landscape buffer on the northern and western perimeter of the site to provide appropriate screening between the surrounding residential areas.

Minimum Acreage
The development site of 7.74-acres exceeds the minimum acreage requirement of two acres.

Intensity
The Intensity requirement for non-residential land use intensities for commercial is .50 floor area ratio. The FAR (.35 FAR) for the site is below the requirement of .5 FAR.

Permitted Uses
The proposed uses for the planned development are special exception uses in the CG Commercial General district.

Layout, Design
The layout and design of the proposed development accounts for adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions of the CG Commercial General district.

Maximum building height
The building heights in the Village Collection of Palm Springs's planned development are compatible with the proposed uses and the bulk, mass, and context of adjacent structures and meet code requirements (45 feet or four-stories in the Commercial General District). The building height of the hotels on Tract 1 is four-stories or 50'-1". The building height of Chick-fil-A on Tract 2 is one-story or 20'4". The building height of Chipotle on Tract 3 is one-story or 26'.

Setbacks
- Building setbacks are at least 30' with appropriate buffers where the adjacent uses are residential, to the north and west. The buildings are setback from adjacent property lines to purposefully exceed the 30' minimum setback requirement, especially along the north and west property boundaries.
- The Chick-fil-A (Tract 2) is setback 71' from the front property line.
- The Chipotle (Tract 3) is setback 92' from the side property line and 75' from the east property boundary.

Required Open Space
The open space is 96,596 square feet (29%) which meets the minimum open space requirement for commercial uses which is 20% of the gross land area.

Shared Parking
There is no shared parking on the site. Each individual use on the site meets the off-street parking and loading requirements.

Unified Control
- The land within the commercial planned development will remain under the control of the applicant.
- A program for maintenance of common areas, open space, parking areas, utility sites, etc will be submitted to the Village prior to certificate of occupancy.

SITE PLAN

Required Landscaping (Code 1994, § 30-106)

- Landscaping and buffering are designed to maximize native vegetation and to leave the existing areas of native vegetation undisturbed as much as possible.
- Off-street parking areas include 20 square feet of landscaping for each parking space.
- Every twelfth parking space is separated by a landscaped island at least five feet in width and the same depth as the parking spaces.
- Islands are surrounded with a continuous raised curb.
- The perimeters of the parking areas are landscaped to create buffers between adjoining land uses.
- With a total site area of 336,950 SF, the code requires one tree to be provided for each 2,500 square feet of landscaped area, which comes out to 135 required trees. This requirement has been met and exceeded with a proposed planting plan of 179 trees throughout the site.

Required Buffers (Code 1994, § 30-107; Ord. No. 2013-02, § 2, 2-14-2013; Ord. No. 2015-42, § 3, 12-10-2015)

- Buffers are provided around the site that meet the requirements of the ordinance. The retail use category requires Category three (15-foot wide buffer with a wall or fence and hedge not less than 6 feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the East and North edges of the site and Category five (15-foot wide buffer with a hedge not less than three (3) feet in height, supplemented by trees spaced not more than 20 feet apart, required hedges shall maintain a minimum of two (2) different maintained levels or tiers) and Category six (ten (10) foot wide buffers with a hedge not less than three feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the South and West edges of the site. There is a 15' landscape buffer on the rear, west, and along the portion of the east property boundary that is abutting a residential zoning district.
- While a number of existing mature canopy trees will remain in the buffers, additional planting material is being proposed to enhance the buffer and provide more screening. The buffer enhancements to the North and East include a new Clusia hedge and new oak trees and palms to fill out the gaps in the existing buffers.
- The buffers along the ROWs feature similar enhancements. While all existing oaks will remain, smaller accent palms and Ficus beds will occupy the spaces in between each existing mature oak in the buffer. Additionally, a meandering cocoplum hedge will span the ROW buffers and tie into the Clusia hedge that wraps the West and North property boundaries.

Miscellaneous Requirements (Code 1994, § 30-463; Ord. No. 2013-01, § 3, 2-14-2013)

Surface Water Management (Sec. 34-1354)

The site plan design emphasizes responsible and effective surface water management, in full compliance with the requirements outlined in Section 34-1354 of the ordinance. The plan is designed to manage surface water to prevent flooding, erosion, and environmental degradation.

Traffic Circulation (Sec.34-1359)

- The development is designed to maximize the flow of on-site traffic circulation and to prevent traffic from stacking up on the adjacent public streets.
- The vehicular ingress and egress to the site is designed to prevent conflicts on adjacent streets. There are two entrances to the site, an ingress and egress on 10th Avenue N. and another on Florida Mango. The curb cut on 10th Avenue North is a 16' ROW with one lane for ingress and one lane for egress. The curb cut on Florida Mango Road is a 38' ROW with one lane for ingress and two lanes for egress.
- Required bicycle parking is one per 1,500 gross square feet. The Hotel provides ten bicycle parking spaces, the Chick-fil-A provides five bicycle parking spaces and the Chipotle provides five bicycle parking spaces.

Public Utilities, Easements, Covenants

The site plan complies with all necessary public utilities including water, sewer, and electrical services.

Concurrent Permitting requirements

The development team is actively coordinating with appropriate permitting agencies to secure all concurrent permits and will continue to work with village officials throughout the review process to confirm compliance with all requirements.

Signage (Article IV, Section 34-261 – Section 34-275)

Each tract within the development has its own monument signs proposed, which follow the signage requirements presented in the Palm Springs code. A breakdown of the signage regulations can be seen in the table below:

	Proposed Sign Setback	Maximum Sign Height	Maximum Sign Area
Tract 1	175’	10’	100 SF
Tract 2	18’	8’	120 SF
Tract 3	18’	8’	103 SF

The Master Sign Program provided in the application depicts the location, number, size, font, color, type, and style of signs, landscaping, and illumination of proposed signs. The signs comply with the Community Design Standards (Section 34-273) as follows:

(a) The signs are compatible with the architectural elements and repeating features that are used on buildings throughout the development. The signs are in harmony with surrounding buildings and the adjacent commercial development.

(b) The sign colors are consistent with the typical branding and design of the restaurants and are complementary to the colors of the development.

(c) The sign lettering size is clear and easy to read and in scale with the buildings in which they are located.

Hours of Operation

Typical hours of operation in the Village of Palm Springs for commercial activities are 7:00 A.M. to 11:00 P.M. See variance requests below for Tract 1 and Tract 2. The proposed hours of operation align with typical industry standards for similar businesses and are intended to provide convenience to customers while respecting the character of the neighborhood and surrounding uses.

Security & Life Safety Plan

Security and life safety are important to the design and layout of the site. The security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

Landscaping Standards and Requirements (Code 1994, § 30-106)

The landscape plan complies with the landscaping standards and requirements outlined in Code 1994 § 30-106. The design of the landscape enhances the surrounding streetscape and contributes positively to the surrounding area. The plan includes native and drought-resistant plant species, irrigation systems, and compliance with any tree preservation requirements specified in the code. The development team is committed to maintaining the landscaping to the highest standards to ensure long-term quality, vitality, and attractiveness.

Special Exceptions (Code 1994, § 30-564; Ord. No. 2007-08, § 6, 4-26-2007; Ord. No. 2008-29, § 3, 12-11-2008; Ord. No. 2010-05, § 6, 4-8-2010; Ord. No. 2011-27, § 3, 12-8-2011; Ord. No. 2013-01, § 4, 2-14-2013; Ord. No. 2014-26, § 2, 11-13-2014; Ord. No. 2017-06, § 3, 5-11-2017; Ord. No. 2017-17, § 3, 7-27-2017; Ord. No. 2019-12, § 2, 9-12-2019)

The Chick-fil-a (Tract 2) and Chipotle (Tract 3) Restaurants and the Everhome & Woodsprings Suites (Tract 1) Hotels are permitted as special exception uses within the CG commercial general land development district.

Special Exception for Chick-fil-A (Tract 2) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1, B.2, and Objective G, Policy G.3. It supports the plan's goals of encouraging neighborhood and community type commercial areas that serve the needs of residents while maintaining the integrity of residential areas (B.1). The Chick-fil-A restaurant is compatible with other uses in the CG Commercial General district and will be a new food option in the neighborhood for residents (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along an arterial street (B.2). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio for commercial uses (G.3).

(2) The proposed special exception is consistent with the Planning, Building& Zoning and zoning regulations and all other portions of this Code.

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chick-fil-A restaurant/drive-through complies with all additional requirements for operations, traffic, setbacks, and signage.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.

The proposed special exception is compatible with the character and use of the surrounding properties. The Chick-fil-A restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

The proposed Chick-fil-A restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- **a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- **b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- **c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chick-fil-A restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- **a. Does not significantly reduce light and air to adjacent properties.**
- **b. Does not adversely affect property values in adjacent areas.**
- **c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- **d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- **e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chick-fil-A restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Special Exception for Chipotle (Tract 3) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1 – B.4, and Objective G, Policy G.3 in that it is consistent with the uses established on the Future Land Use Map and serves the needs of residents while maintaining the integrity of natural areas. The Chipotle restaurant use is compatible with other types of development in the CG Commercial General district (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along arterial and collector streets (B2). The mix of commercial uses is consistent with the Future Land Use Map and utilizes setbacks and landscape buffers that meet and exceed code requirements to provide proper screening and separation of uses where adjacent to residential areas on the west property boundary (B.3, B.4). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio maximum requirement for commercial uses (G.3).

(2) The proposed special exception is consistent with the Planning, Building& Zoning and zoning regulations and all other portions of this Code.

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chipotle restaurant/drive-through complies with all requirements for operations, traffic, setbacks, and signage.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.

The proposed special exception is compatible with the character and use of the surrounding properties. The restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

The proposed Chipotle restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- **a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- **b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- **c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chipotle restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- **a. Does not significantly reduce light and air to adjacent properties.**
- **b. Does not adversely affect property values in adjacent areas.**
- **c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- **d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- **e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the Chipotle restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chipotle restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Variance Request Chick-fil-A – 6AM to 10PM hours of operation

Related Applications: *Resolution 2020-02*
Code Section: Sec 34-891
Required: 7 AM-11 PM
Request: 6 AM-10 PM
Details of Variance Request or Appeal: Extend business hours by one hour to open at 6AM, reducing previous variance approval for 24 hours of operation.

Chapter 34, Section 34-602 Variance Request

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

a. **That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same Planning, Building & Zoning district.**

   The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-through use. Typical operation hours for this franchise are from 6 A.M. to 10 P.M., and the approval of this variance request would allow the restaurant to operate during its typical franchise hours. Restaurants are considered an allowed use within the CG commercial general district, and the proposed use and hours of operation request are appropriate within the zoning district.

b. **That the special conditions and circumstances do not result from the actions of the applicant.**

   The special conditions and circumstances do not result from the actions of the applicant. The typical hours of operation for this franchise are regular across most Chick-fil-A locations, and the approval of the variance request would allow the restaurant to operate during its typical franchise hours.

c. **That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.**

   Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-through use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district.

d. **That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

   Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chick-fil-A restaurant would not be able to operate its standard franchise hours without a variance.

e. **That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.**

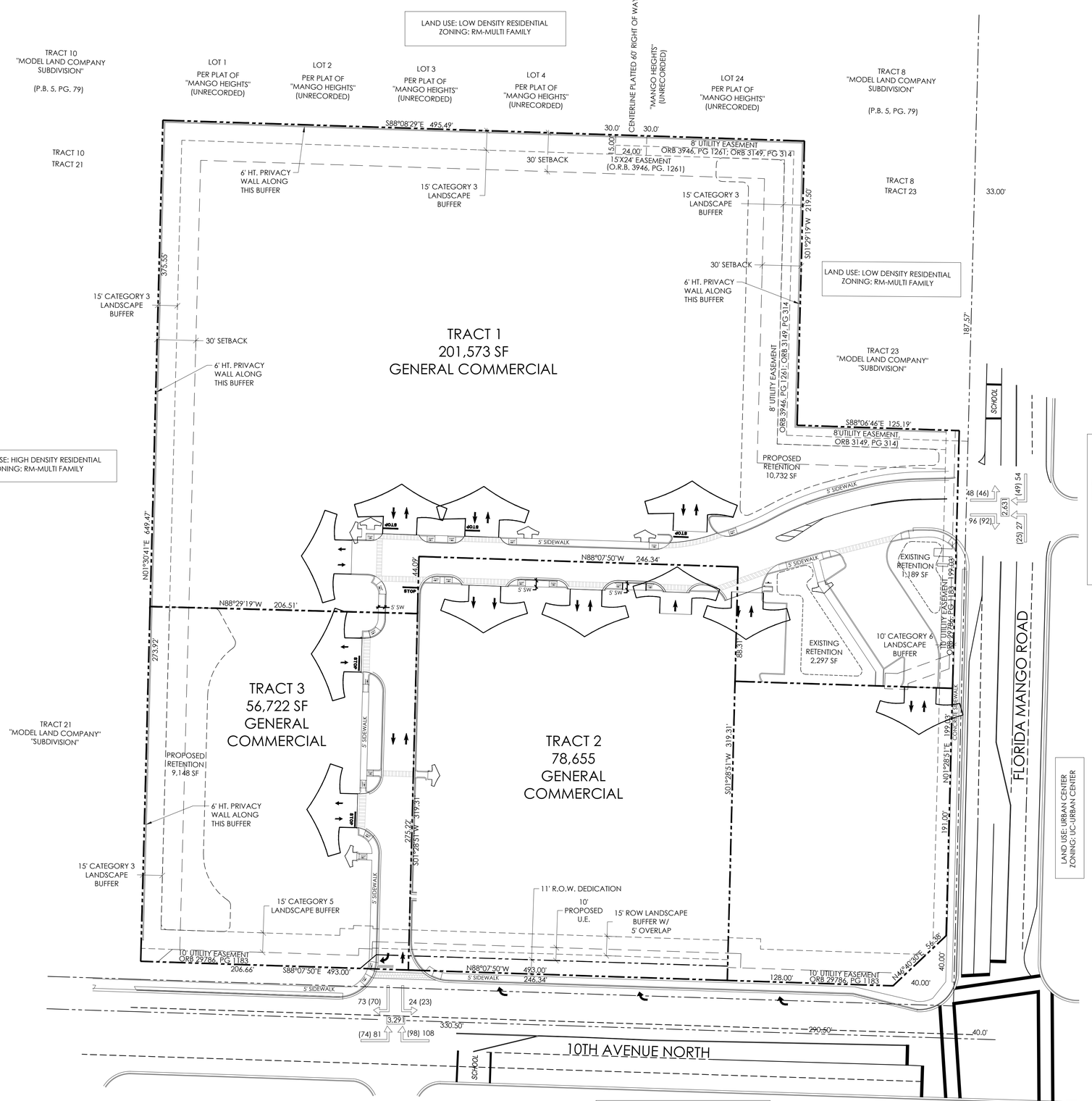
   Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Granting the variance will be in harmony with the general intent and purpose of this chapter. The intent and purpose of the CG commercial general district is to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. The Chick-fil-A will provide convenient food options to the neighborhood, the Village of Palm Springs, and surrounding areas. It is conveniently located at the intersection of Florida Mango Road and 10th Avenue N, which are classified as Urban Principal Arterials and Urban Minor Arterial roads, respectively. Commercial planned developments are allowed as a permitted use within the Commercial General District. The intent and purpose of commercial planned developments is to permit the development of projects consisting of residential, commercial, or industrial, or any combination of residential, industrial, and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic, and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project. The Commercial Planned Development district allows compatible commercial uses within the same development, that are in harmony with the character and development patterns of 10th Avenue N and Florida Mango Road. The proposed use and hours of operation will be in harmony with the intent and purpose of the Commercial General district and Commercial Planned Development district.

g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. If the variance is approved to allow the hours of operation, the Chick-fil-A restaurant will provide a convenient food option for breakfast. The proposed Chik-fil-A restaurant will be located at the intersection of an Urban Principal Arterial and Urban Minor Arterial roads and will have minimal impact on traffic patterns in the surrounding area. As stated, the hours of 6:00 A.M. are only one hour before the allowed operating hours in the Village (7:00 A.M. to 11:00 P.M.), and 6 AM is the typical opening time for most Chik-fil-A locations. In addition, security and life safety are important to the design and layout of the site. the security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.



CIRCULATION & CONNECTION KEY:

DENOTES VEHICULAR CIRCULATION & CONNECTION

DENOTES PEDESTRIAN CIRCULATION & CONNECTION

LOCATION MAP



SITE DATA	
ADDRESS	2625 10TH AVE. NORTH, PALM SPRINGS, FL. 2645 10TH AVE. NORTH, PALM SPRINGS, FL. 2665 10TH AVE. NORTH, PALM SPRINGS, FL.
PCN	70434420400010000, 70434420400020000, 70434420400030000
OWNER	10TH AVENUE PARTNERSHIP, LTD.
GROSS SITE AREA	7.74 AC OR 336,950 SF
11' ROW DEDICATION	3,051 SF
NET SITE AREA	7.68 AC OR 333,899 SF
TOTAL BUILDING AREA	2.65 AC OR 115,546 SF
MAX FAR	0.50
PROPOSED FAR	0.35
TOTAL OPEN SPACE REQUIRED (20%)	1.54 AC OR 66,943 SF OF NET SITE AREA
TOTAL OPEN SPACE AREA PROVIDED	2.23 AC. OR 99,796 SF (TRACTS 1-3) 30% OF NET SITE AREA
TRACT 1 (EVERHOME SUITES & WOODSPRING SUITS):	
NET SITE AREA	4.63 AC. or 201,573 SF
TOTAL OPEN SPACE REQUIRED	40,315 SF (20%)
TOTAL OPEN SPACE PROVIDED	56,607 SF (28%)
BUILDING SF	106,981 SF
FAR	.53
REQUIRED/PROVIDED PARKING	REQUIRED: 236 / PROVIDED: 238 (10 ADA)
PROVIDED BIKE SPOTS	PROVIDED: 10
TRACT 2 (CHICKFILA):	
NET SITE AREA	1.81 AC. or 78,655 SF
11' R.O.W. DEDICATION	2,710 SF
TOTAL OPEN SPACE REQUIRED	15,731 SF (20%)
TOTAL OPEN SPACE PROVIDED	19,316 SF (25%)
BUILDING SF	6,111 SF
FAR	.07
REQUIRED/PROVIDED PARKING	REQUIRED: 30 / PROVIDED: 63 (4 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 4 / PROVIDED: 6
TRACT 3 (CHIPOTLE):	
NET SITE AREA	1.3 AC. or 56,722 SF
11' R.O.W. DEDICATION	341 SF
TOTAL OPEN SPACE REQUIRED	11,344 SF (20%)
TOTAL OPEN SPACE PROVIDED	23,873 SF (42%)
BUILDING SF	2,454 SF
FAR	.04
REQUIRED/PROVIDED PARKING	REQUIRED: 18 / PROVIDED: 24 (2 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 2 / PROVIDED: 4

NOTES:
-Any existing or proposed utility box/cabinet shall be screened from view. The box/cabinet will be wrapped with a match design accordingly with the existing/proposed location.

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Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

VILLAGE COLLECTION OF PALM SPRINGS

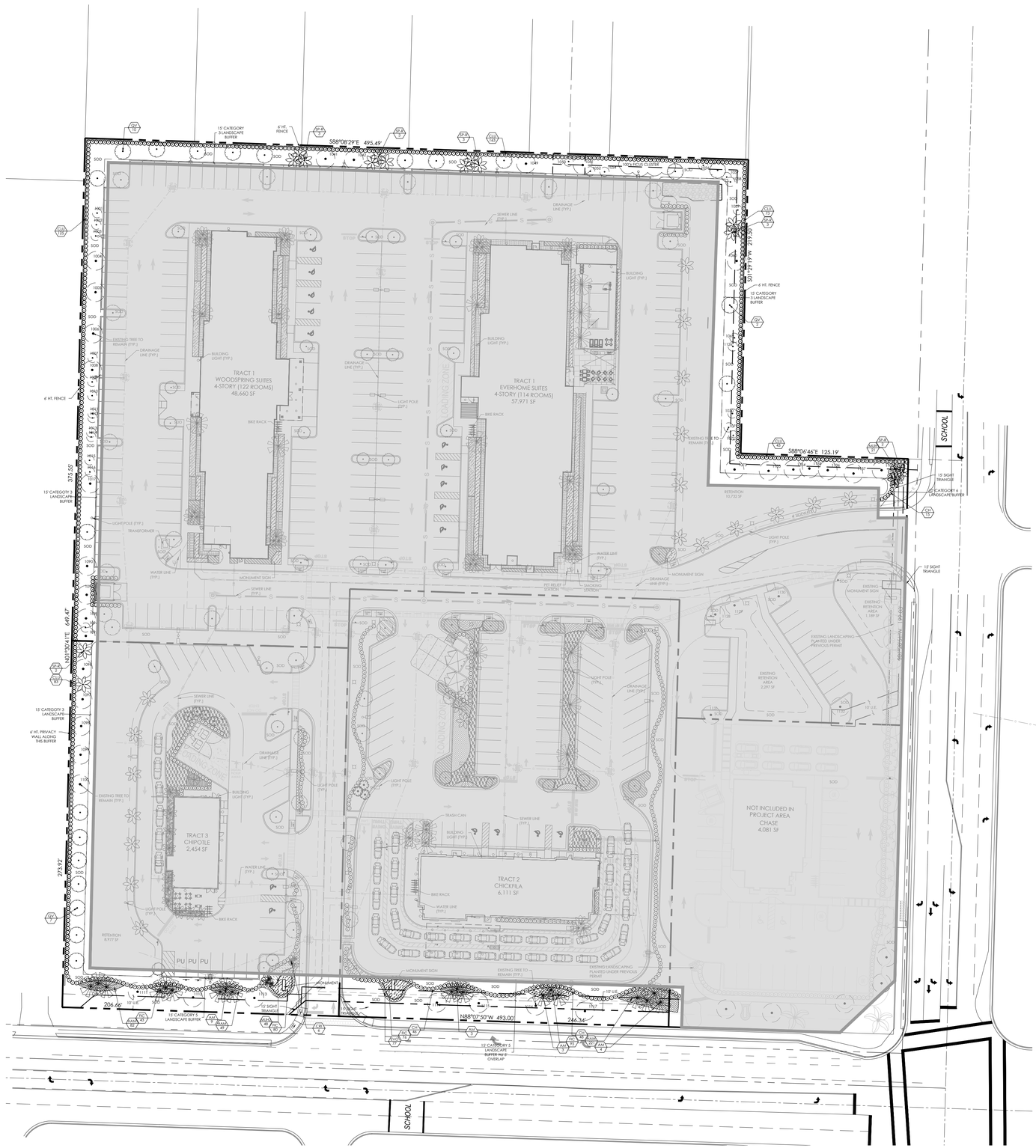
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

NORTH
0 20' 40' 80'
SCALE: 1" = 40'-0"

Drawn By: JG
Drawing #: 1034
Date: 11/06/2023

MASTER PLAN

SHEET # MP.1



LANDSCAPE NOTES:

1. ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
2. ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
3. ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
4. ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
6. IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
7. ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
8. CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.

EXISTING TREES AND PALMS NOTES:

1. IF ANY EXISTING TREES OR PALMS IN THE BUFFER AREAS DIE OR ARE DIAGNOSED AS DISEASED THESE WILL BE REMOVED AND REPLACED WITH THE VILLAGE REQUIREMENT OF 1 TREE PER 20 LINEAR FEET.

PERIMETER TREE NOTES

1. PERIMETER LANDSCAPING SHALL PROVIDE 1 TREE EVERY 20' ALL THE TIME.

PLANT SCHEDULE BUFFER

TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AM	19	Adonidia merrillii	Christmas Palm	14-16` OA HT
QV*	21	Quercus virginiana	Southern Live Oak	12` HT X 5` SPR 2.5" CAL
SP-R*	16	Relocated Sabal palmetto	Cabbage Palmetto	RELOCATED FROM ONSITE
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CH*	150	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	48" HT X 36" SPR @ 36" O.C.
CLU	487	Clusia guttifera	Small Leaf Clusia	36" HT X 30" SPR @ 36" O.C.
CRI	3	Crinum augustum 'Queen Emma'	'Queen Emma' Crinum	36" HT X 36" SPR @ 48" O.C.
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CAR	97	Carissa macrocarpa `Emerald Blanket`	Emerald Blanket Carissa	12" HT X 12" SPR @ 12" O.C.
FIC *	294	Ficus microcarpa `Green Island`	Green Island Ficus	12" HT X 12" SPR @ 18" O.C.
HAM*	405	Hamelia patens	Firebush	12" HT X 12" SPR @ 18" O.C.
MUH *	21	Muhlenbergia capillaris	Pink Muhly	18" HT X 18" SPR @ 24" O.C.
MUH2	48	Muhlenbergia capillaris 'White Cloud'	White Cloud Muhly Grass	18" HT X 18" SPR @ 24" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
EVO	204	Evolvulus glomeratus `Blue Daze`	'Blue Daze'	12" HT X 12" SPR @ 12" O.C.

NOTES:
- ALL AREAS LABELS AS SOD TO BE ST. AUGUSTINE
* FLORIDA NATIVE

NORTH
0 20' 40' 80'
SCALE: 1" = 40'-0"

LOCATION MAP



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www.insitestudio.com | License #:LC26000606

Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - 1st Resubmittal

VILLAGE COLLECTION OF PALM SPRINGS

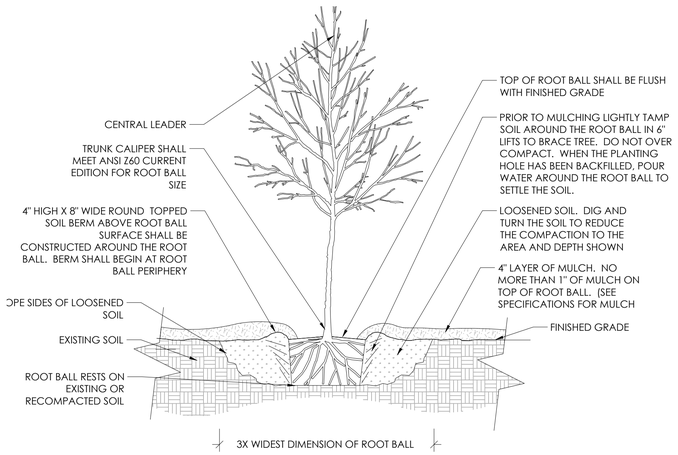
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

ALWAYS CALL 811 | TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.
Sunshine811.com

Drawn By: JTG
Drawing #: 1034
Date: 09/22/2023

BUFFER AND ENTRANCE MASTER LANDSCAPE PLAN

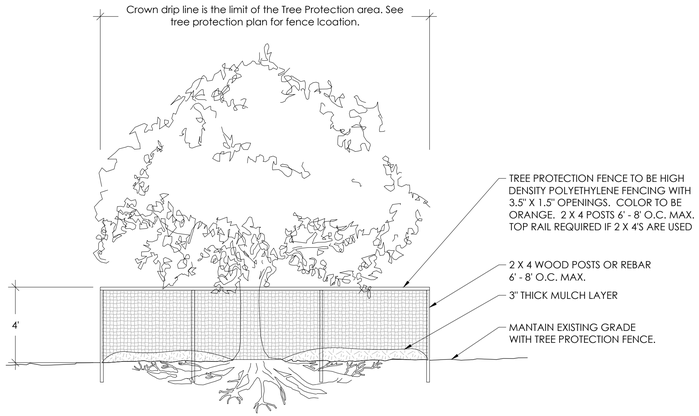
SHEET # LP.1



1 TREE PLANTING DETAIL

1/2" = 1'-0"

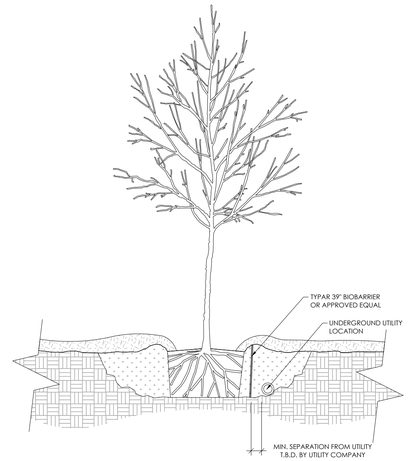
NOTES:
1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



4 TREE PROTECTION DETAIL

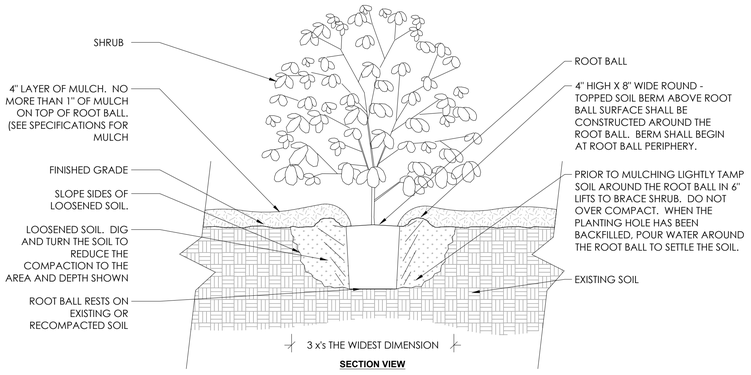
SCALE : 1/4" = 1'-0"

NOTES:
1. KEEP OUT OF TREE PROTECTION AREA
2. FENCE TO BE INSTALLED ALONG DRIPLINE OF EXISTING TREES
3. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.



7 ROOT BARRIER DETAIL

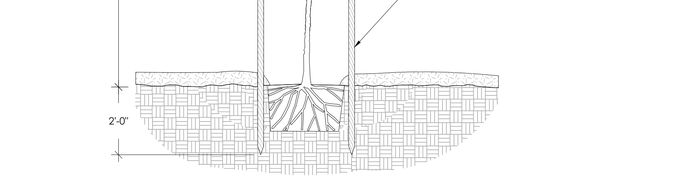
1/2" = 1'-0"



2 SHRUB PLANTING DETAIL

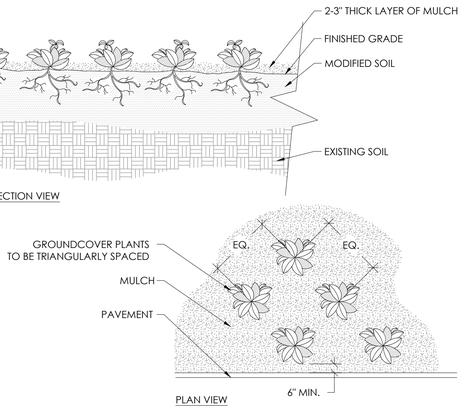
3/4" = 1'-0"

NOTES:
1. SHRUB SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



5 TREE STAKING DETAIL

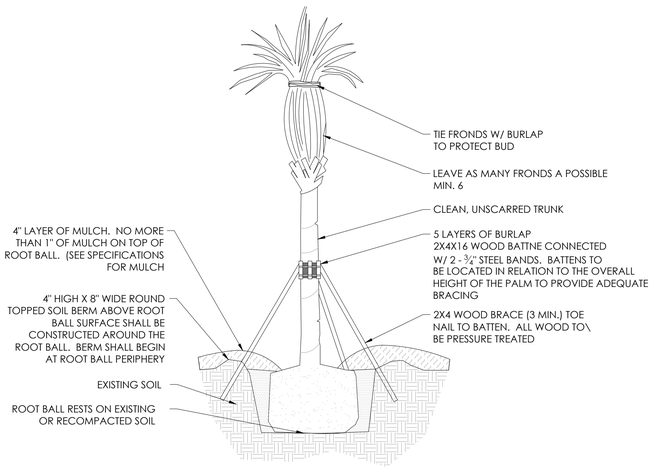
1/2" = 1'-0"



3 GROUNDCOVER

3/4" = 1'-0"

NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SMALL ROOTS (¼" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A
NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE
TIME OF PLANTING. ROOTS ON THE PERIPERHY CAN BE REMOVED AT THE TIME OF PLANTING.
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.



6 PALM STAKING DETAIL

SCALE : 1/4" = 1'-0"

insite studio
planning + landscape architecture
3601 PGA Blvd., Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License # LC26000606

Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - 1st Resubmittal

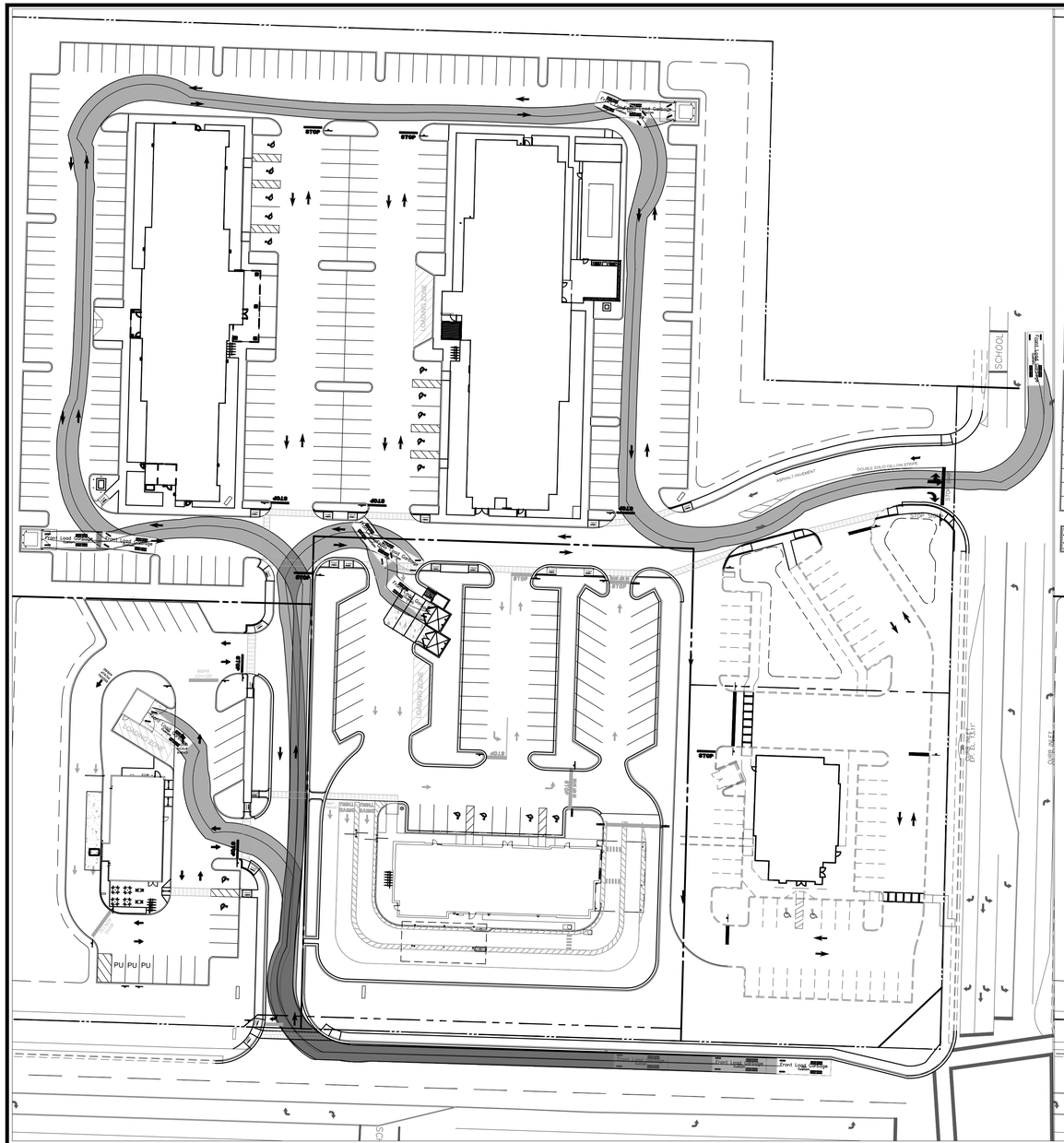
VILLAGE COLLECTION OF PALM SPRINGS
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

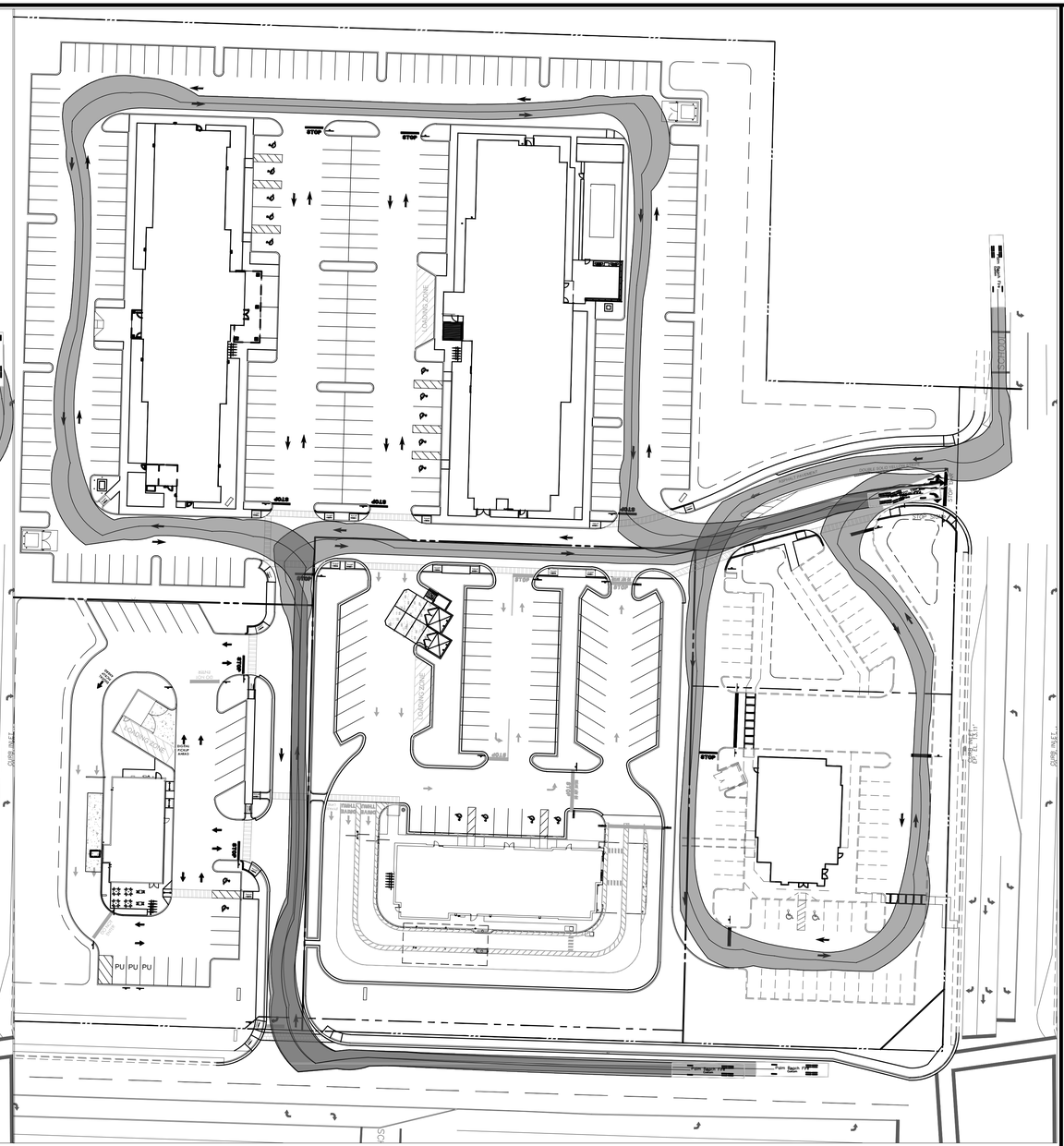
ALWAYS CALL 811 | TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.
Sunshine811.com

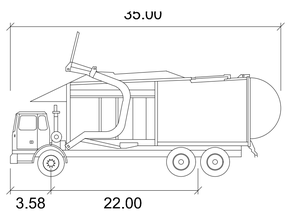
Drawn By: JTG
Drawing #: 1034
Date: 09/22/2023

LANDSCAPE DETAILS

SHEET # LP.2

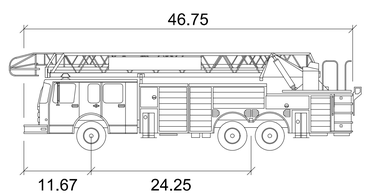






Front Load Garbage

	feet
Width	: 10.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 27.4



Palm Beach Fire

	feet
Width	: 9.00
Track	: 6.83
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100
THE INFORMATION, DESIGN, AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION.

REVISIONS:

REV:	DATE:	COMMENT:	BY:

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www.callsunshine.com

Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
This item has been electronically signed and sealed by Brandon Ulmer, P.E. on 11/2/23 using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-AUTOTURN

PROJECT:

PRELIMINARY CONSTRUCTION PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

BRANDON ULMER
No. 68345
STATE OF FLORIDA
PROFESSIONAL ENGINEER
November 2, 2023
FLORIDA LICENSE NUMBER
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

SHEET NUMBER:

ELEVATIONS BASED ON NAVD '88

Printed on Thursday, November 02, 2023, 4:40 PM by Michael Lepeltier

20200215768

TENTH AVENUE REPLAT

A REPLAT OF LOT 1, TENTH AVENUE PLAT
PLAT BOOK 126, PAGES 82 AND 83,
PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST.
SITUATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

136

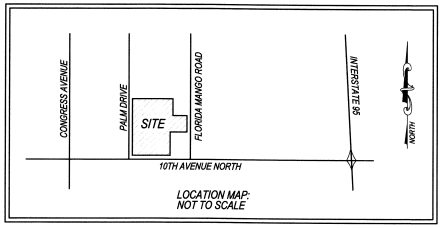
STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT 3:14 P.M. THIS 23 DAY OF June, 2020 AND DULY RECORDED IN PLAT BOOK NO. 130 ON PAGE 136-137

SHARON R. BROCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

BY: _____
DEPUTY CLERK

COUNTY CLERK SEAL



LOCATION MAP:
NOT TO SCALE

DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS
THAT 10TH AVENUE PARTNERSHIP I LTD., A FLORIDA LIMITED PARTNERSHIP, OWNER OF THE LAND SHOWN HEREON AS A REPLAT OF LOT 1, TENTH AVENUE PLAT, PLAT BOOK 126, PAGES 82 AND 83, PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, SITUATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, TENTH AVENUE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACTS 1, 2 AND 3, AS SHOWN HEREON ARE HEREBY RESERVED BY 10TH AVENUE PARTNERSHIP LLC, ITS SUCCESSORS AND/OR ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF 10TH AVENUE PARTNERSHIP LTD, ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

2. THE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO PUBLIC STREETS, AS SHOWN HEREON, ARE NON-EXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, IF OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF 10TH AVENUE PARTNERSHIP LTD, A FLORIDA LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JOHN J. HOECKER, AS MANAGER OF ITS GENERAL PARTNER 10TH AVENUE GP, LLC., THIS 13 DAY OF MARCH 2020.

10TH AVENUE PARTNERSHIP LTD, A FLORIDA LIMITED PARTNERSHIP

BY: John J. Hoecker
JOHN J. HOECKER, MANAGER
10TH AVENUE PARTNERSHIP LTD, A FLORIDA LIMITED PARTNERSHIP

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN J. HOECKER WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF 10TH AVENUE GP, LLC, GENERAL PARTNER OF 10TH AVENUE PARTNERSHIP LTD, AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID ENTITY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE OFFICIAL SEAL (IF AVAILABLE) OF SAID LIMITED PARTNERSHIP AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL THIS 13th DAY OF March, 2020.

NOTARY PUBLIC: _____

PRINT NAME: Andrea Snowden

MY COMMISSION EXPIRES: 9-2-2023

COMMISSION NUMBER: GG330556

SEAL

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 27925, PAGE 1158, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS THEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGING DIRECTOR AND ITS CORPORATE SEAL (IF AVAILABLE) TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 16 DAY OF MARCH, 2020.

FIRST REPUBLIC BANK

BY: _____
JAMES B. MEANEY, REGIONAL MANAGING DIRECTOR

WITNESS: _____

PRINT NAME: CHRISTINE HARASZ

WITNESS: _____

PRINT NAME: Thomas Scheer

VILLAGE OF PALM SPRINGS APPROVAL

VILLAGE OF PALM SPRINGS
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD. THIS 14th DAY OF May, 2020.

BY: _____
BEV SMITH - MAYOR

ATTEST: _____
KIMBERLY M. WYNN - VILLAGE CLERK

TITLE CERTIFICATION

I, PAUL A. KRASKER, A DULY LICENSED ATTORNEY IN THE STATE THE FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN 10TH AVENUE PARTNERSHIP LTD., A FLORIDA LIMITED PARTNERSHIP; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOT OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: 3/13/2020

BY: PAUL A. KRASKER
FLORIDA BAR NO: 0693195

10TH AVENUE PARTNERSHIP LTD. (IF AVAILABLE) | FIRST REPUBLIC BANK (IF AVAILABLE) | VILLAGE OF PALM SPRINGS SEAL | REVIEWING SURVEYOR SEAL | SURVEYOR SEAL

SURVEYOR'S NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF FLORIDA MANGO ROAD, SAID LINE BEING MONUMENTED AND HAVING AN ASSUMED BEARING OF N.01°28'51"E. ROTATE PLAT BEARINGS 00°01'03" COUNTER CLOCKWISE TO GRID BEARINGS.

2. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN.
GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR
SCALE FACTOR: = 1.000044179219

3. COORDINATES SHOWN HEREON ARE GRID COORDINATES, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, GEODETIC CONTROL AS ESTABLISHED AND ADOPTED BY THE PALM BEACH COUNTY SURVEY SECTION.

4. THE BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS ZONING REGULATIONS.

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

6. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY; AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PROPERTIES BEING DETERMINED BY USE RIGHTS GRANTED.

7. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

8. THIS INSTRUMENT WAS PREPARED BY CRAIG D. WATSON, P.S.M. 5647 IN THE OFFICE OF WATSON | KILLANE SURVEYING AND MAPPING, INC. 2240 NORTHEAST DIXIE HIGHWAY, JENSEN BEACH, FLORIDA. 34957

REVIEWING SURVEYOR AND MAPPERS CERTIFICATE

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(1) F.S., TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177 F.S. IS SHOWN. WHILE RANDOM CHECKS OF THE GEOMETRIC DATA REFLECTS ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA IS MADE.

DATE: 3/13/2020

BY: JOHN J. RICE, P.S.M.
FLORIDA LICENSE NO. LS 4506

SURVEYOR AND MAPPER CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF VILLAGE OF PALM SPRINGS.

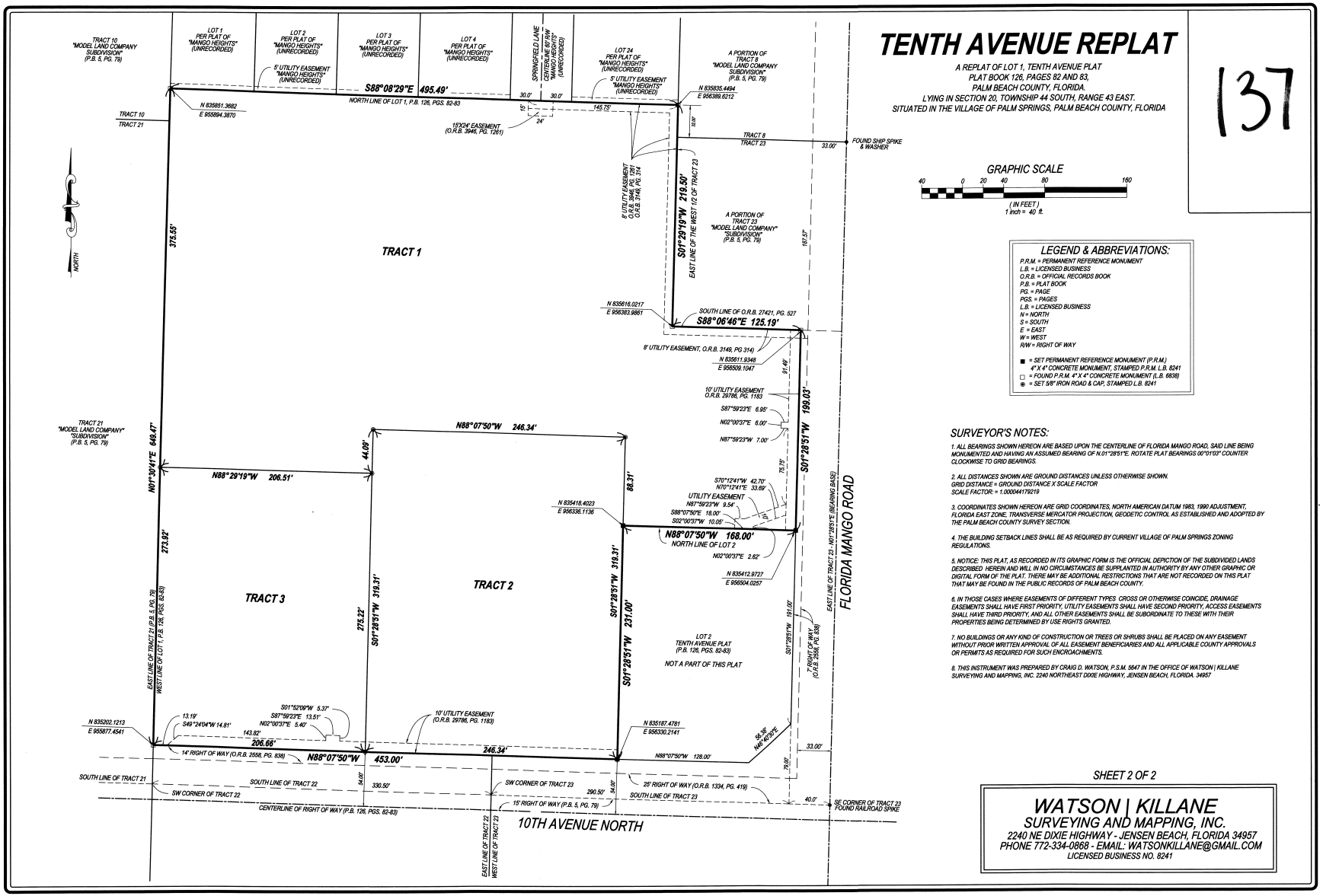
DATE: 2/20/2020

BY: CRAIG D. WATSON, P.S.M.
FLORIDA LICENSE NO. 5647

SHEET 1 OF 2

WATSON | KILLANE
SURVEYING AND MAPPING, INC.
2240 NE DIXIE HIGHWAY - JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868 - EMAIL: WATSONKILLANE@GMAIL.COM
LICENSED BUSINESS NO. 8241

NOT A CERTIFIED COPY


TENTH AVENUE REPLAT
A REPLAT OF LOT 1, TENTH AVENUE PLAT
PLAT BOOK 126, PAGES 82 AND 83,
PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST.
SITUATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
137
GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
LEGEND & ABBREVIATIONS:
P.R.M. = PERMANENT REFERENCE MONUMENT
L.B. = LICENSED BUSINESS
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
PGS. = PAGES
L.B. = LICENSED BUSINESS
N = NORTH
S = SOUTH
E = EAST
W = WEST
R/W = RIGHT OF WAY
■ = SET PERMANENT REFERENCE MONUMENT (P.R.M.) 4" X 4" CONCRETE MONUMENT, STAMPED P.R.M. L.B. 8241
□ = FOUND P.R.M. 4" X 4" CONCRETE MONUMENT (L.B. 6838)
◉ = SET 5/8" IRON ROAD & CAP, STAMPED L.B. 8241
SURVEYOR'S NOTES:
1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF FLORIDA MANGO ROAD, SAID LINE BEING MONUMENTED AND HAVING AN ASSUMED BEARING OF N.01°28'51"E. ROTATE PLAT BEARINGS 00°01'03" COUNTER CLOCKWISE TO GRID BEARINGS.
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN.
GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR
SCALE FACTOR: = 1.000044179219
3. COORDINATES SHOWN HEREON ARE GRID COORDINATES, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, GEODETIC CONTROL AS ESTABLISHED AND ADOPTED BY THE PALM BEACH COUNTY SURVEY SECTION.
4. THE BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS ZONING REGULATIONS.
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
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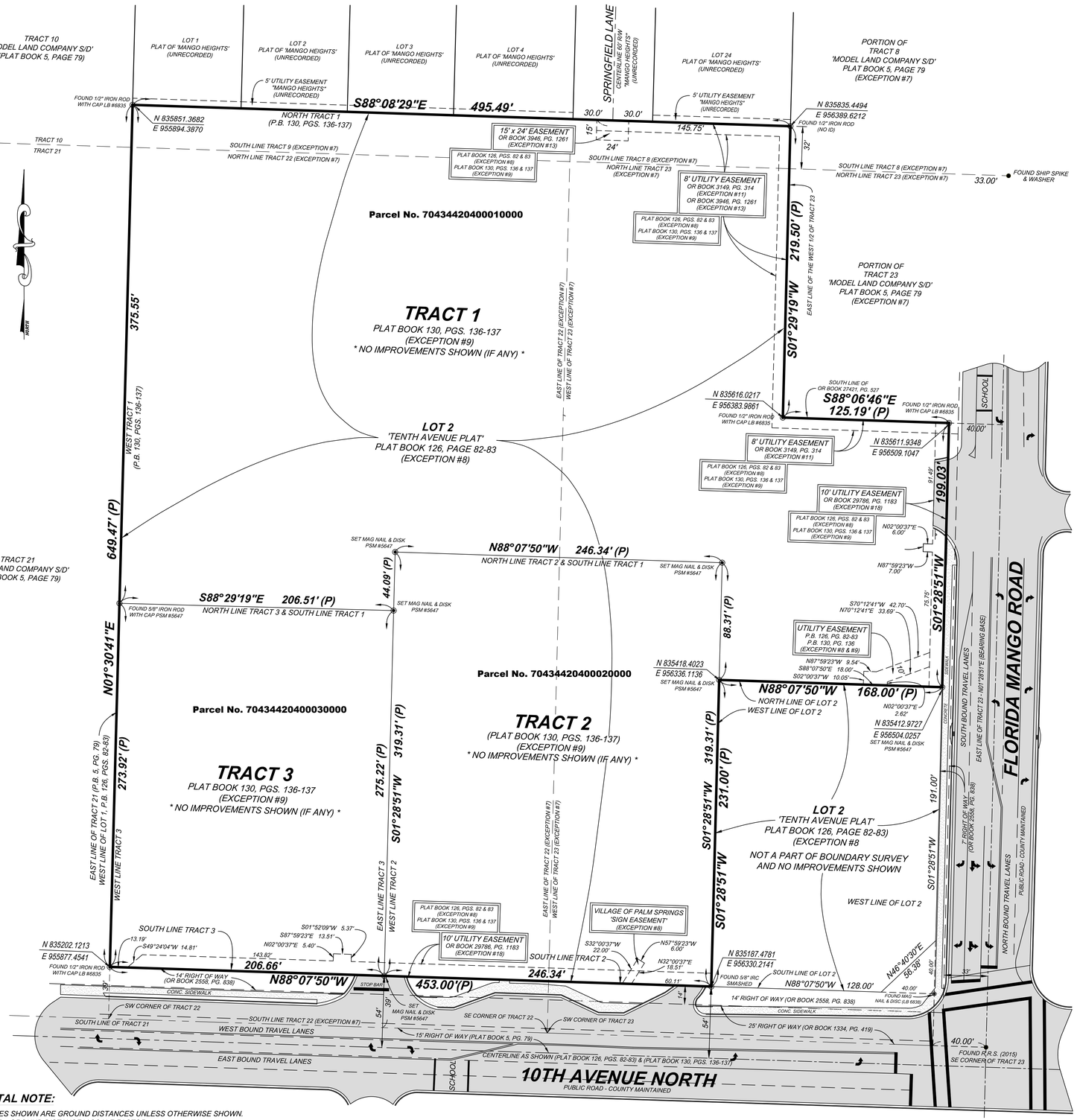
7. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
8. THIS INSTRUMENT WAS PREPARED BY CRAIG D. WATSON, P.S.M. 5647 IN THE OFFICE OF WATSON | KILLANE SURVEYING AND MAPPING, INC. 2240 NORTHEAST DIXIE HIGHWAY, JENSEN BEACH, FLORIDA. 34957
SHEET 2 OF 2
WATSON | KILLANE
SURVEYING AND MAPPING, INC.
2240 NE DIXIE HIGHWAY - JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868 - EMAIL: WATSONKILLANE@GMAIL.COM
LICENSED BUSINESS NO. 8241
TRACT 1
TRACT 2
TRACT 3
TRACT 10 "MODEL LAND COMPANY SUBDIVISION" (P.B. 5, PG. 79)
TRACT 21 "MODEL LAND COMPANY" "SUBDIVISION" (P.B. 5, PG. 79)
LOT 1 PER PLAT OF "MANGO HEIGHTS" (UNRECORDED)
LOT 2 PER PLAT OF "MANGO HEIGHTS" (UNRECORDED)
LOT 3 PER PLAT OF "MANGO HEIGHTS" (UNRECORDED)
LOT 4 PER PLAT OF "MANGO HEIGHTS" (UNRECORDED)
LOT 24 PER PLAT OF "MANGO HEIGHTS" (UNRECORDED)
SPRINGFIELD LANE (CENTERLINE BE 60' R/W "MANGO HEIGHTS" (UNRECORDED)
5' UTILITY EASEMENT "MANGO HEIGHTS" (UNRECORDED)
A PORTION OF TRACT 8 "MODEL LAND COMPANY SUBDIVISION" (P.B. 5, PG. 79)
A PORTION OF TRACT 23 "MODEL LAND COMPANY" "SUBDIVISION" (P.B. 5, PG. 79)
TRACT 8
TRACT 23
FOUND SHIP SPIKE & WASHER
15'X24' EASEMENT (O.R.B. 3946, PG. 1261)
8' UTILITY EASEMENT (O.R.B. 3149, PG. 314)
10' UTILITY EASEMENT O.R.B. 29786, PG. 1183
UTILITY EASEMENT
7' RIGHT OF WAY (O.R.B. 2558, PG. 838)
14' RIGHT OF WAY (O.R.B. 2558, PG. 838)
25' RIGHT OF WAY (O.R.B. 1334, PG. 419)
15' RIGHT OF WAY (P.B. 5, PG. 79)
LOT 2 TENTH AVENUE PLAT (P.B. 126, PGS. 82-83)
NOT A PART OF THIS PLAT
FLORIDA MANGO ROAD
10TH AVENUE NORTH
CENTERLINE OF RIGHT OF WAY (P.B. 126, PGS. 82-83)
NORTH LINE OF LOT 1, P.B. 126, PGS. 82-83
EAST LINE OF TRACT 21 (P.B. 5, PG. 79)
WEST LINE OF LOT 1, P.B. 126, PGS. 82-83)
EAST LINE OF TRACT 23 - N01°28'51"E (BEARING BASE)
EAST LINE OF TRACT 22
WEST LINE OF TRACT 23
SOUTH LINE OF TRACT 21
SOUTH LINE OF TRACT 22
SOUTH LINE OF TRACT 23
SW CORNER OF TRACT 22
SW CORNER OF TRACT 23
SE CORNER OF TRACT 23 FOUND RAILROAD SPIKE
SOUTH LINE OF O.R.B. 27421, PG. 527
EAST LINE OF THE WEST 1/2 OF TRACT 23
S88°08'29"E 495.49'
S01°29'19"W 219.50'
S88°06'46"E 125.19'
N88°07'50"W 246.34'
N88°29'19"W 206.51'
N01°30'41"E 649.47'
S01°28'51"W 199.03'
N88°07'50"W 168.00'
S01°28'51"W 319.31'
S01°28'51"W 231.00'
S01°28'51"W 275.22'
N88°07'50"W 453.00'
N88°07'50"W 246.34'
S01°28'51"W 191.00'
N88°07'50"W 128.00'
S01°52'08"W 5.37'
S87°59'23"E 13.51'
N02°00'37"E 5.40'
S49°24'04"W 14.81'
206.66'
143.82'
13.19'
N 836851.3682 E 955894.3870
N 835835.4494 E 956389.6212
N 836616.0217 E 956383.9861
N 835611.9348 E 956509.1047
N 835418.4023 E 956336.1136
N 835412.9727 E 956504.0257
N 835187.4781 E 956330.2141
N 835202.1213 E 955877.4541
375.55'
273.92'
44.09'
88.31'
75.75'
91.49'
145.75'
219.50'
199.03'
319.31'
231.00'
191.00'
181.37'
33.00'
40.0'
54.00'
330.50'
290.50'
70.00'
S70°12'41"W 42.70'
N70°12'41"E 33.69'
N87°59'23"W 9.54'
S88°07'50"E 18.00'
S02°00'37"W 10.00'
N02°00'37"E 2.62'
N87°59'23"W 7.00'
S87°59'23"E 6.95'
N02°00'37"E 6.00'
S01°28'51"W 10.00'
30.0'
30.0'
15'
24'
33.81'
10'
N 835616.0217 E 956383.9861
N 835611.9348 E 956509.1047
N 835418.4023 E 956336.1136
N 835412.9727 E 956504.0257
N 835187.4781 E 956330.2141
N 835202.1213 E 955877.4541
N 836851.3682 E 955894.3870
N 835835.4494 E 956389.6212

BOUNDARY SURVEY

TRACTS 1, 2 AND 3 - TENTH AVENUE REPLAT
VILLAGE OF PALM SPRINGS, FLORIDA
SECTION 20 - TOWNSHIP 44 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA



LEGAL DESCRIPTION:

TRACTS 1, 2 AND 3, TENTH AVENUE REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGE(S) 136 AND 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATIONS:

1. PALM BEACH COUNTY
2. TRIDENT TITLE, A DIVISION OF LANDCASTLE TITLE GROUP, LLC
3. COMMONWEALTH LAND TITLE INSURANCE COMPANY

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
4. THE BEARING BASE OF THIS BOUNDARY SURVEY IS ALONG THE CENTERLINE OF FLORIDA MANGO ROAD AND THE EAST LINE OF TRACT 23 AS SHOWN ON THE ATTACHED SURVEY MAP. (N01°28'51"E)
5. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THE EXPECTED USE FOR THIS SURVEY AND MAP IS FOR COMMERCIAL PURPOSES.
8. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET.
9. NO IMPROVEMENTS (IF ANY) SHOWN ON THE SUBJECT PROPERTY OR LOT 2 OF TENTH AVENUE PLAT (EXISTING 'CHASE BANK'). THIS WAS PER CLIENTS REQUEST AND CONTRACTUAL AGREEMENT.

FLOOD ZONE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12099C0589F (VILLAGE OF PALM SPRINGS 120223), DATED OCTOBER 5, 2017.

TITLE REVIEW:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER PG582307257, COMMITMENT DATE: 7/10/2023 AT: 8:00 PM. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE COMMITMENT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

SCHEDULE B - SECTION II

1. - 6. STANDARD EXCEPTIONS, NOT ADDRESSED.

7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, RECORDED IN PLAT BOOK 5, PAGE 79. - AFFECTS THE SUBJECT AS TO PROPERTY AS TO PORTIONS OF PLATTED TRACTS AS SHOWN WITH NO PLOTTABLE EASEMENTS.

8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE PLAT, RECORDED IN PLAT BOOK 126, PAGE 82 AND 83, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

9. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE REPLAT, RECORDED IN PLAT BOOK 130, PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP

10. INTENTIONALLY DELETED.

11. GRANT OF UTILITY EASEMENT IN FAVOR OF VILLAGE OF PALM SPRINGS, FLORIDA , RECORDED OCTOBER 4, 1978 IN OFFICIAL RECORD BOOK 3149, PAGE 314. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

12. RIGHT OF WAY FOR 10TH AVENUE NORTH AND FLORIDA-MANGO ROAD, AS NOW ESTABLISHED, LAID OUT AND IN USE. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP. NOTE: RIGHT OF WAYS SHOWN ARE PER INSTRUMENTS SHOWN ON PLAT BOOK 126, PAGES 82 AND 83; PLAT BOOK 130, PAGES 136 AND 137.

13. DEDICATION AGREEMENT AND EASEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA, RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1263, TOGETHER WITH BILL OF SALE RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1261. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

14. RESERVATIONS IN FAVOR OF HEALTH CARE DISTRICT OF PALM BEACH COUNTY, OF AN UNDIVIDED THREE-FOURTHS INTEREST IN AND TO ALL PHOSPHATES, MINERALS AND METALS, TOGETHER WITH AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL PETROLEUM, IN, ON OR UNDER THE SURFACE OF THE INSURED LAND, AS CONTAINED IN THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 27925, PAGE 1152, CREATED PURSUANT TO SECTION 270.11, FLORIDA STATUTES. THE RIGHT OF ENTRY FOR MINING, DRILLING AND EXPLORATION HAS BEEN RELEASED PURSUANT TO SECTION 270.11(2)(B), FLORIDA STATUTES. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE, BLANKET IN NATURE.

15. INTENTIONALLY DELETED.

16. INTENTIONALLY DELETED.

17. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 3, 2018 IN OFFICIAL RECORDS BOOK 29756, PAGE 251. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

18. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 17, 2018 IN OFFICIAL RECORDS BOOK 29786, PAGE 1183. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

19. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS BY AND BETWEEN 10TH AVENUE PARTNERSHIP, LTD., AND JPMORGAN CHASE BANK NATIONAL ASSOCIATION RECORDED AUGUST 6, 2018 IN OFFICIAL RECORDS BOOK 30039, PAGE 1371. DECLARATION INCLUDES PROVISIONS FOR AN EASEMENT ON THE LAND AND A PRIVATE CHARGE OR ASSESSMENTS. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

HORIZONTAL NOTE:

1. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN.
GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR
SCALE FACTOR: = 1.000044179219

2. COORDINATES SHOWN HEREON ARE GRID COORDINATES, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, GEODETIC CONTROL AS ESTABLISHED AND ADOPTED BY THE PALM BEACH COUNTY SURVEY SECTION.

3. THE ABOVE INFORMATION ALONG WITH COORDINATES WERE TAKEN FROM THE RECORDED PLAT OF 'TENTH AVENUE PLAT' PLAT BOOK 126, PAGE(S) 82 AND 83, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

ACERAGE:

- SUBJECT PROPERTY AS PER RECORDED PLAT -
TRACT 1: 201,572.79 SQUARE FEET AND/OR 4.63 ACRES
TRACT 2: 78,654.48 SQUARE FEET AND/OR 1.81 ACRES
TRACT 3: 56,721.60 SQUARE FEET AND/OR 1.30 ACRES

ABBREVIATIONS:

P.R.M. = PERMANENT REFERENCE MONUMENT
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS
P.B. = PLAT BOOK
PG. = PAGE
PGS. = PAGES
LB = LICENSED BUSINESS
N = NORTH
S = SOUTH
E = EAST
W = WEST
R/W = RIGHT OF WAY

DATE	REVISIONS

PREPARED FOR:
10th AVENUE PARTNERSHIP LTD
A FLORIDA LIMITED PARTNERSHIP

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
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O 772-334.0867 C 772-260-0249 EMAIL craigwatson@live.com

130 S INDIAN RIVER DRIVE
SUITE 202
FT. PIERCE, FLORIDA 34950
PHONE 772-334-0868
CELL 772-260-0249

DATE: 09-08-2023
SCALE: 1" = 40'
DWNG. BY C.D.W.
CHECKED BY: C.D.W.
JOB NUMBER: 23100

SHEET NUMBER
1 OF 1

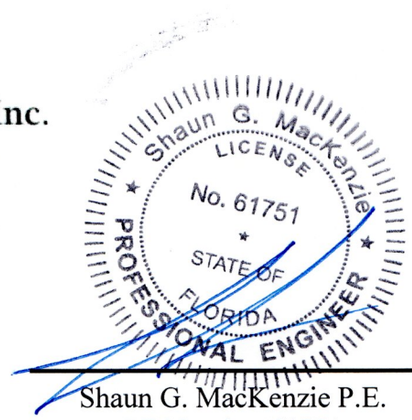
TRAFFIC IMPACT ANALYSIS

Village Collection of Palm Springs
Palm Springs, FL

Prepared for:
10th Avenue Partnership LTD.
Palm Springs, Florida

Prepared by:

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030



Shaun G. MacKenzie P.E.
PE Number 61751
9/22/23

205002
September 2023
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CA 29013

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

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APPENDICES

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Appendix B. Committed Roadway Segment Traffic Volumes
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Appendix E. FDOT Online Counts – Station 93-0170
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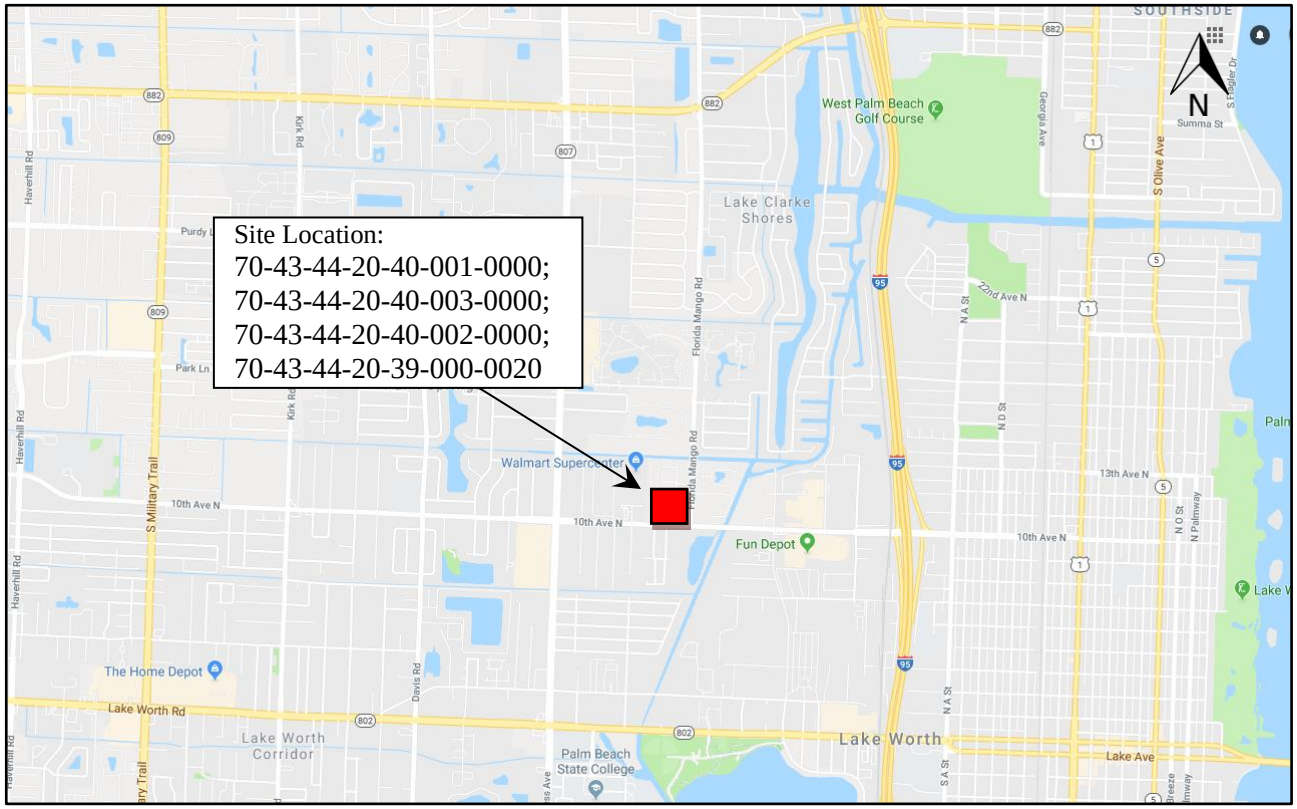
INTRODUCTION

MacKenzie Engineering and Planning, Inc. (MEP) was hired to conduct a traffic study to assess the effects on traffic caused by a proposed development located on the northwest corner of 10th Avenue and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). A buildout year of 2028 was analyzed for the proposed project. The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel. Figure 1 illustrates the site location.

Figure 1. Site Location



TRIP GENERATION

The study uses Palm Beach County trip generation rates and equations for General Office (ITE Land Use 710), Fast Food Restaurant with Drive-Through Window (ITE Land Use 934), Drive-In Bank (Land Use 912) and Hotel (ITE Land Use 310).

Existing Uses

The existing project includes the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 86,272 SF General Office (ITE Land Use 710)

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

Proposed Uses

The proposed project will develop the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 8,595 SF Fast Food Restaurant w/DT (ITE Land Use 934)
- 236 Rooms Hotel (ITE Land Use 310)

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

Net Change

The change of net new external trips:

- 2,689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4,641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

Trip Generation calculations are detailed in Exhibit 1A.

Internal Capture

The approved AM and PM peak hour internal capture is conservatively estimated at 2.3 and 4.8 percent, respectively. The proposed internal capture is estimated at 4.1 and 6.3 percent for AM and PM peak hour conditions, respectively.

This is a conservation rate given the potential interaction between the diverse uses on the site. Internal capture calculations are detailed in Exhibits 1B – 1E.

Pass-by Trip Capture

The proposed pass-by capture is in accordance with the Palm Beach County pass-by rates for the respective land uses, as shown in Table 2.

Table 1. Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
		PM/							
Internal Capture	AM	DAILY							
Drive-In Bank	4.9%	5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			***1,012***	***137***	***115***	***22***	***150***	***39***	***111***
Total Approved Driveway Volumes			***1,283***	***168***	***137***	***31***	***200***	***59***	***141***
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
		PM/							
Internal Capture	AM	DAILY							
Drive-In Bank	4.9%	7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			***3,701***	***301***	***159***	***142***	***294***	***88***	***143***
Total Proposed Driveway Volumes			***5,924***	***511***	***269***	***242***	***477***	***246***	***231***
NET CHANGE IN EXTERNAL TRIPS			**2,689**	**164**	**44**	**120**	**144**	**49**	**32**
NET CHANGE IN DRIVEWAY VOLUMES			**4,641**	**343**	**132**	**211**	**277**	**187**	**90**

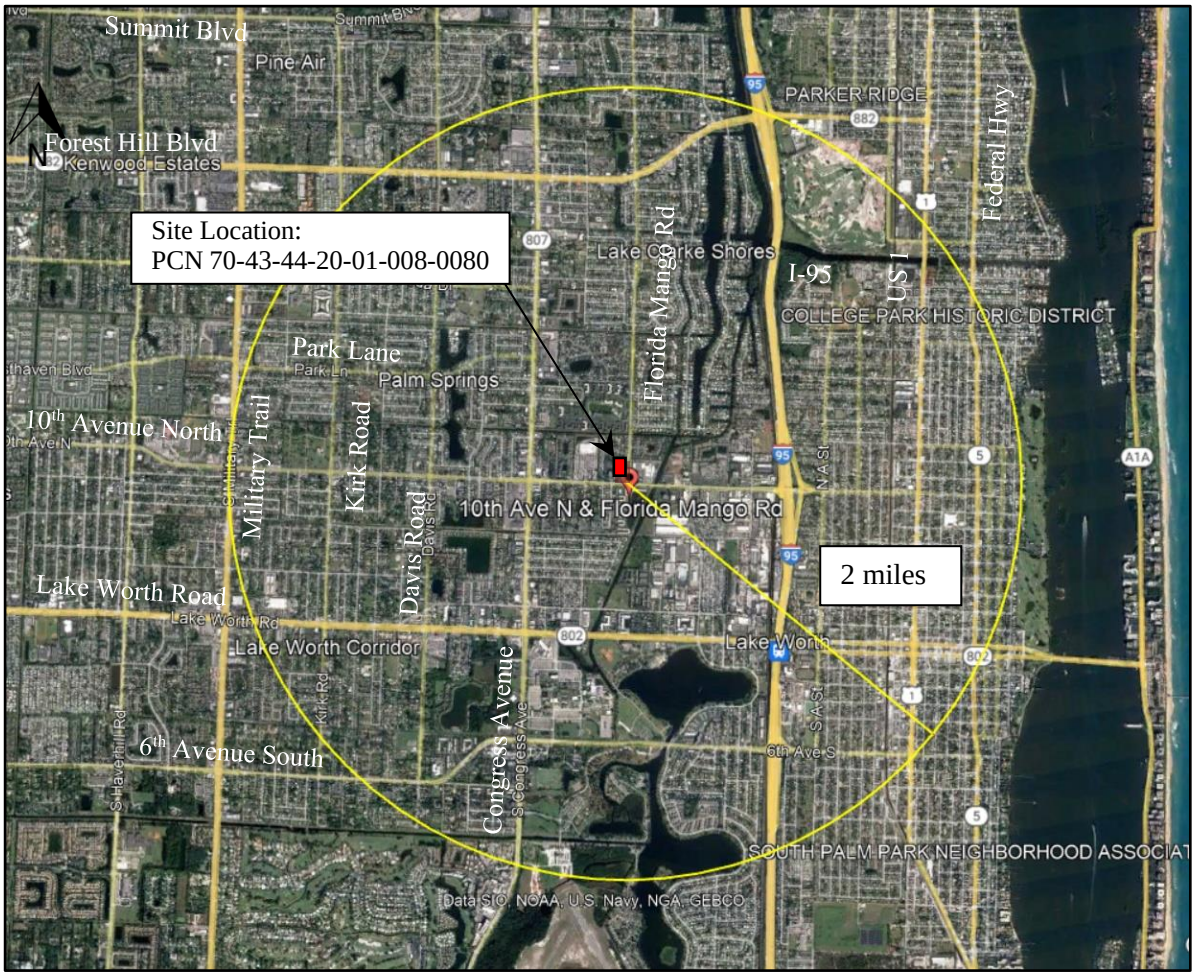
Table 2. Palm Beach County Trip Generation Rates

Note: Trip generation was calculated using the following data:								
	ITE			Pass-by	AM Peak Hour		PM Peak Hour	
Land Use	Code	Unit	Daily Rate	Rate	in/out	Rate	in/out	Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

Radius of Impact

Based on Table 12.B.2.D-7 3A of Article 12 of the Palm Beach County Unified Land Development Code, for a peak hour trip generation of 164 AM peak hour and 144 PM peak hour trips, the radius of development influence shall be two miles for the AM and PM peak hours. Figure 2 displays the radius of development influence.

Figure 2. Radius of Development Influence



TRAFFIC DISTRIBUTION

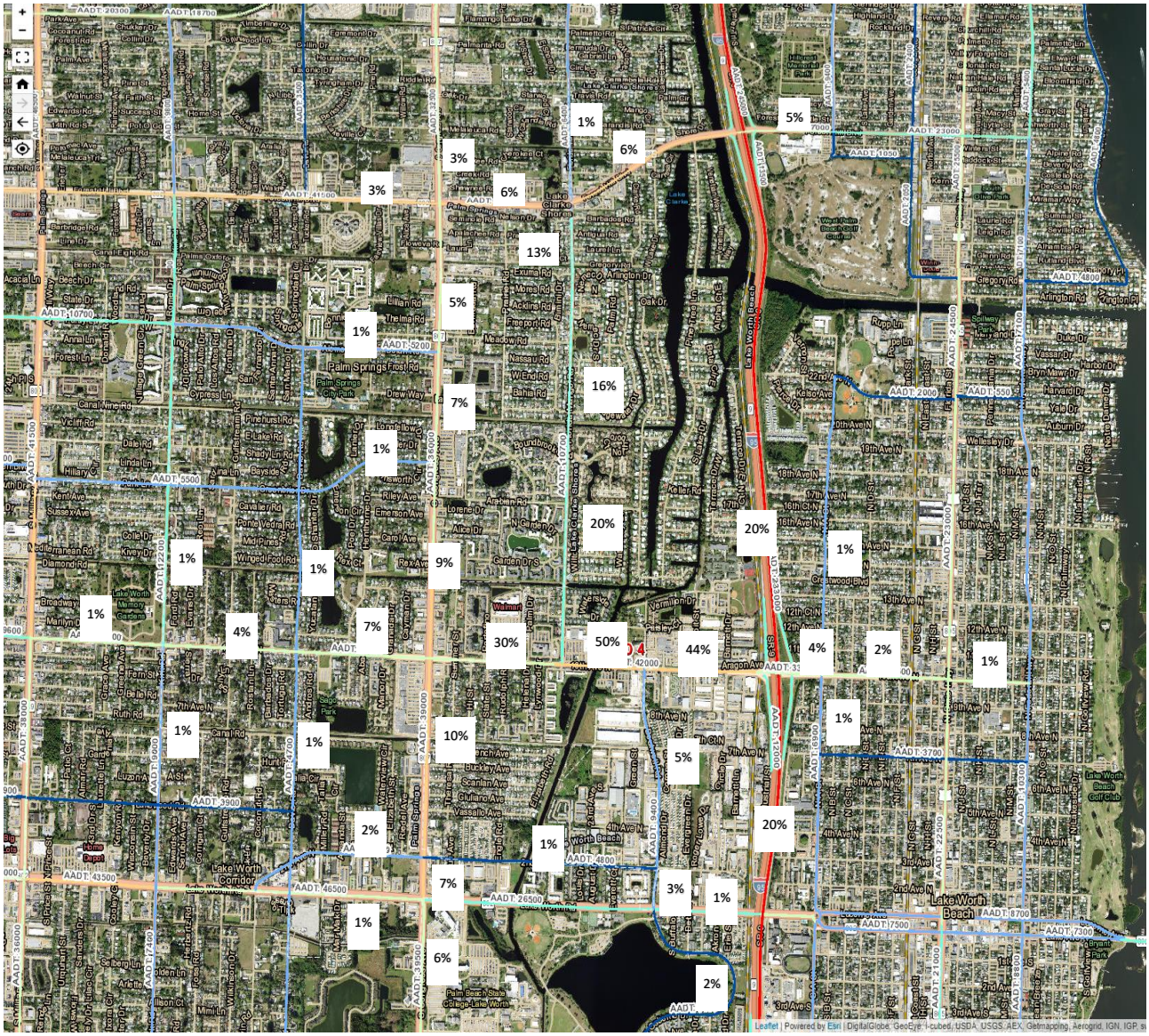
Traffic distribution and assignment was determined using engineering judgment, trip lengths, and a review of the roadway network in a process similar to the FSUTMS gravity model. The overall distribution is summarized by general directions and is depicted below:

NORTH	-	20 percent
EAST	-	50 percent
WEST	-	30 percent

TRAFFIC ASSIGNMENT

The distributed external trips for the project were assigned to the roadway network within the radius of influence based on the distribution. The traffic assignment is illustrated in Figure 3.

Figure 3. Traffic Assignment



Committed Projects

The Palm Beach County Traffic Division developed a database containing anticipated traffic volumes associated with committed development projects in the area. These volumes were obtained, and their impacts were added to the roadway links and intersections within the study area.

The TPS database contains committed roadway volumes for 10th Avenue North from I-95 to Congress Boulevard and Florida Mango Road from 10th Avenue North to Forest Hill Boulevard. The TPS database also contains committed intersection volumes for the intersections of 10th Avenue North and Florida Mango Road, 10th Avenue and Congress Boulevard and Florida Mango Rd and Forest Hill Boulevard.

Therefore, individual project information was generated based on the committed link, committed intersection and committed project information.

Historical Growth

According to the requirements of the TPS Article 12 Chapter C.1.C.4.b., the existing traffic volumes were adjusted using factors determined by a review of the historic traffic count data published by FDOT. The study uses a 0.5 percent growth rate as shown in Table 3.

Table 3. Growth Rate Calculation

Road	From	To	Sta ID	2018	2019	2020	2021	2022		Growth Rate
Congress Ave.	10th	Lake Worth Rd	930490	46,500	45,500		45,000	39,000		0.4%
10th Ave North	Congress Ave	I-95	930170	31,996	31,960	32,520	32,274	31,629		0.1%
								Weighted Average		**0.3%**
								Growth Rate Used		**0.50%**

ASSURED AND PROGRAMMED CONSTRUCTION

A review was conducted of the Five-Year Plans of Palm Beach County and FDOT, as well as those improvements committed by the developers of projects in the area. No improvements were identified.

TEST ONE - PART I (INTERSECTION ANALYSIS)

According to the County's TPS Section 2.A.1, Part I of Test One requires an analysis of the major intersection(s) nearest to each link that is directly assessed and significantly impacted by the proposed project.

Intersections on Project Accessed Links

The project directly accesses and significantly impacts 10th Avenue North from Congress Avenue to Project Site, from Project Site to Florida Mango Road, from Florida Mango Road to Boutwell Road and from Boutwell Road to I-95. Also, there is a significant impact on Florida Mango Road from Forest Hill Boulevard to Project Site and from Project Site to 10th Avenue North.

The intersections within the study area were evaluated in 2028 total (existing traffic plus background plus project) traffic conditions. This study analyzes the impacts to the following intersections for the AM and PM peak hours:

- 10th Avenue North and Congress Avenue – AM & PM peak hour
- 10th Avenue North and Florida Mango Rd – AM & PM peak hour
- Florida Mango Rd and Forest Hill Boulevard – AM & PM peak hour

The intersections were analyzed using the Critical Sum planning methodology as outlined in the 1985 Highway Capacity Manual (HCM).

10th Avenue North and Florida Mango Rd

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 5B and 6B.

10th Avenue North and Congress Avenue

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour for the AM peak hour as shown Table 4 and detailed in Exhibits 7B. For the PM peak hour, the following background improvement is necessary for the intersection to operate acceptedly (Table 4 and Exhibit 8B):

- Add a southbound left lane.

Florida Mango Rd and Forest Hill Boulevard

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 9B and 10B.

Table 4. Critical Sum Analysis

Intersection	Background	Background with Improvements (Pre-Development)	Total (with Bckgrnd Improve)
AM Peak Hour			
10th Avenue North and Florida Mango Road	-	-	903
10th Avenue North and Congress Boulevard	-	-	1,266
Forest Hill Boulevard and Florida Mango Road	-	-	1,325
PM Peak Hour			
10th Avenue North and Florida Mango Road	-	-	1,282
10th Avenue North and Congress Boulevard	1,441	1,373	1,376
Forest Hill Boulevard and Florida Mango Road	-	-	1,387

Total Traffic Analysis with Improvements

Project site traffic was added to the background traffic with the PM Peak Hour Background Needed Improvements for the 10th Avenue & Congress Boulevard intersection. The critical sum analysis shows that the intersections are projected to operate acceptably with background improvements.

Test One – Part I is satisfied.

TEST ONE - PART II (LINK EVALUATION)

According to the County's TPS, Part II of Test One requires a one-way peak hour link performance standard evaluation for each significant link considering its total one-way peak hour traffic volume and the roadway laneage to be in place by the end of the project buildout in 2028. Significant links are road segments impacted by project traffic that equals or exceeds one percent of a roadway's service volume.

Total Peak Hour

The project related traffic and total traffic for the AM and PM peak hours for one-way peak hour conditions are shown in Exhibits 2A and 3A, respectively. Based on the County's TPS, the following links are considered significantly impacted (project traffic consumes more than one percent of the roadway's service volume) by the project during the AM and PM peak hour.

AM Peak Hour

Florida Mango Road

- Northbound/Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Congress to Project Site
- Westbound – Project Site to Florida Mango Road
- Eastbound/Westbound – Florida Mango to Boutwell Road
- Eastbound/Westbound – Boutwell Road and I-95

PM Peak Hour

Florida Mango Road

- Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Project Site to Florida Mango Road
- Westbound – Florida Mango to Boutwell Road
- Westbound – Boutwell Road and I-95

For the segments that are significant a link volume analysis was undertaken to check if the standards for Test 1 are satisfied. Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Congress Avenue to Florida Mango Road,
- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,
- A 6-laning improvement on 10th Avenue from Boutwell Road to I-95.

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably.

Test One – Part II is satisfied.

TEST TWO – PART I (LINK EVALUATION)

Based on the requirements of Palm Beach County's TPS, an analysis was undertaken for all the roadway links included in the Palm Beach County Thoroughfare Map within the maximum radius of development influence to determine the Test Two significantly impacted links. Per Palm Beach County standards, all the roadway links on which the project traffic impact is greater than 3% of the LOS-E service volume are considered significantly impacted by the project traffic.

Total Peak Hour

A Test Two one-way peak hour link performance standard evaluation was undertaken for all thoroughfare links within the project study area. The analysis was performed considering the peak hour background traffic volume and the peak hour project traffic volume to be in place in 2028. Based on the analysis, the following segments are significantly impacted as shown in Exhibit 4A.

AM Peak Hour

Florida Mango Road

- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Eastbound – Florida Mango to Boutwell Road

Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably as shown in Exhibit 4B.

Test Two – Part I is satisfied.

ACCESS

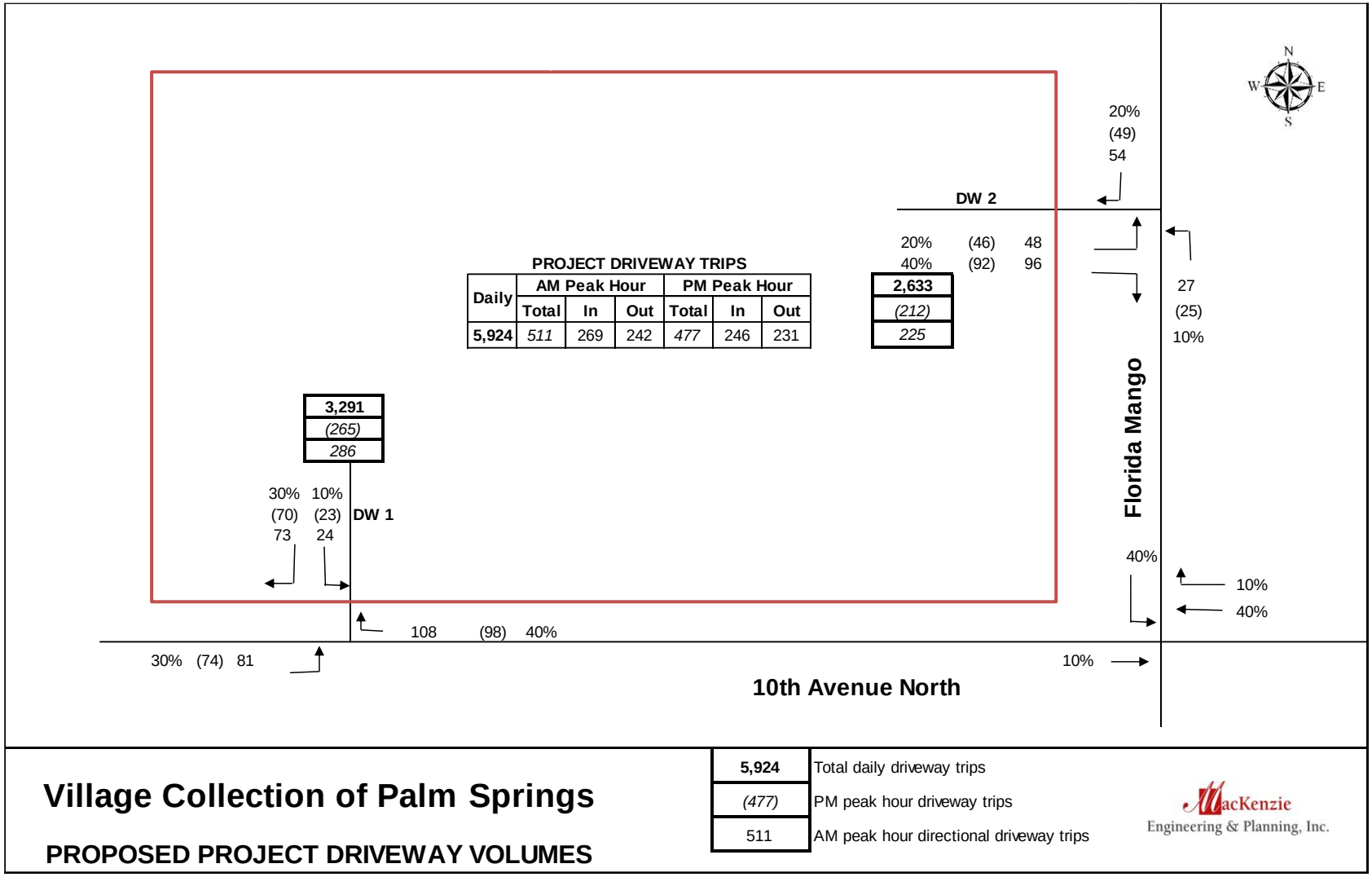
Driveways

The project site has the following existing driveways:

- 10th Avenue North – Driveway 1 – Full Opening
- Florida Mango Road – Driveway 2 – Full Opening

Figure 4 presents the anticipated driveway volumes.

Figure 4. Driveway Volumes



Turn Lanes

Driveway 1 – 10th Avenue North

Ingress Right Turn Lane

A right-turn lane at this location is required because the projected right-turn volume of 108 vehicles does satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

a) The adjacent street roadway AADT exceeds 10,000 (29,500); and (Met)
b) Driveway volume exceeds 1,000 vehicles per day (3,291); and (Met)
c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (108). (Met)

Ingress Left Turn Lane

A left-turn lane at this location is required because the projected left-turn volume of 81 vehicles does satisfy criteria identified within 300 Driveways and Other Turnouts Section 6A.

PBC Code 300 Driveways and Other Turnouts Section 6A. Requirements for a left-turn lane:

a) Left turn ingress volumes exceed 30 vehicles per hour per peak hour (81). (Met)

Based on Palm Beach County Code, a left-turn lane into the site is required or needed.

A left-turn lane into the entrance exists.

Driveway 2 – Florida Mango Road

Ingress Right Turn Lane

A right-turn lane at this location is not required because the projected right-turn volume of 54 vehicles does not satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

a) The adjacent street roadway AADT exceeds 10,000 (10,700); and (Met)
b) Driveway volume exceeds 1,000 vehicles per day (2,633); and (Met)
c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (54). (Not met)

Ingress Left Turn Lane

A left-turn lane into the entrance exists.

MEP evaluated the Florida Mango Road & Driveway 2 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0. The intersection is projected to operate acceptably.

CONCLUSION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

MacKenzie
Engineering & Planning, Inc.

EXHIBITS

EXHIBIT 1A

Village Collection of Palm Springs

Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
	AM	PM/ DAILY							
Internal Capture									
Drive-In Bank	4.9%	5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			***1,012***	***137***	***115***	***22***	***150***	***39***	***111***
Total Approved Driveway Volumes			***1,283***	***168***	***137***	***31***	***200***	***59***	***141***
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
	AM	PM/ DAILY							
Internal Capture									
Drive-In Bank	4.9%	7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			***3,701***	***301***	***159***	***142***	***294***	***88***	***143***
Total Proposed Driveway Volumes			***5,924***	***511***	***269***	***242***	***477***	***246***	***231***
NET CHANGE IN EXTERNAL TRIPS			**2,689**	**164**	**44**	**120**	**144**	**49**	**32**
NET CHANGE IN DRIVEWAY VOLUMES			**4,641**	**343**	**132**	**211**	**277**	**187**	**90**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

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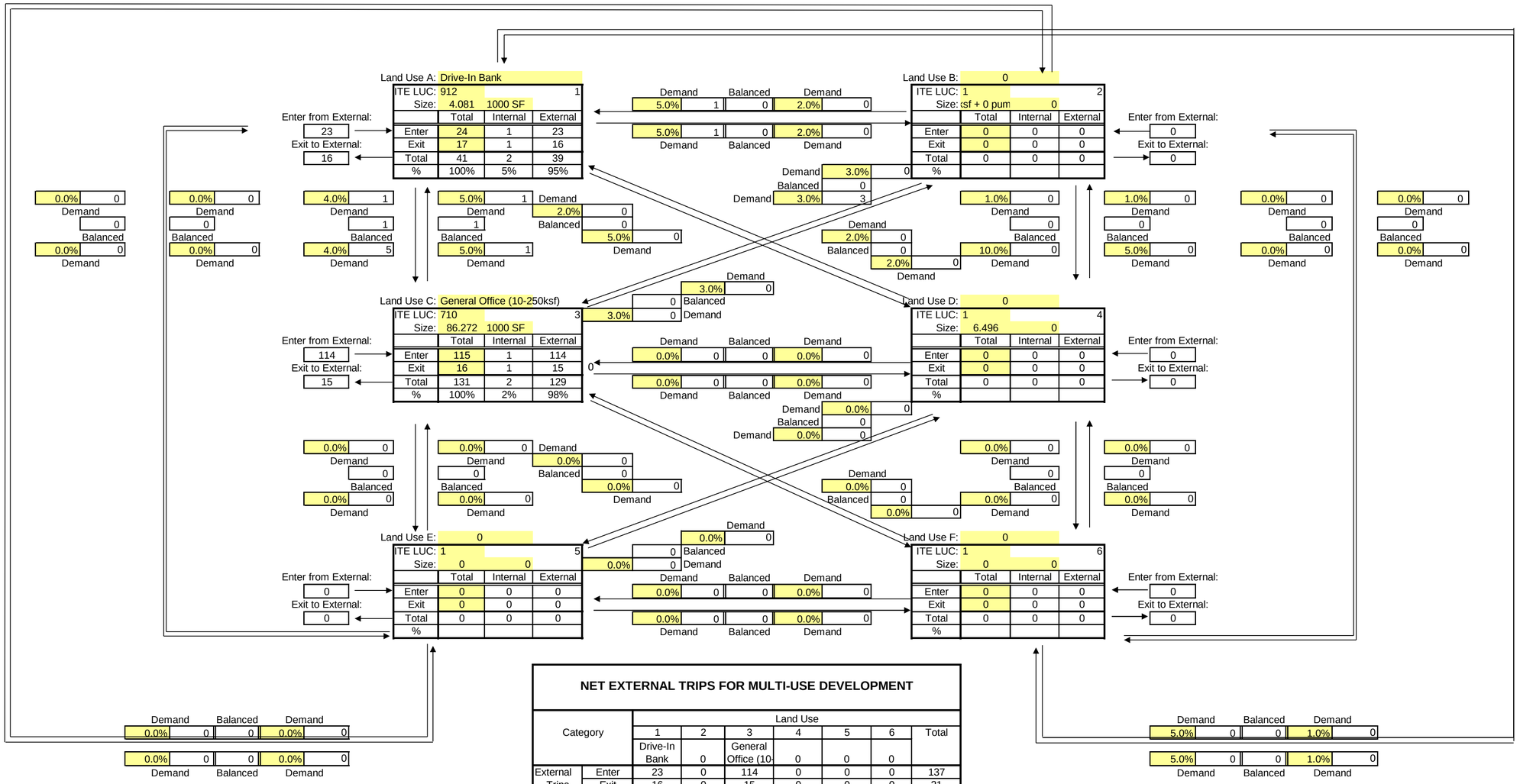
EXHIBIT 1B

Analysis Period: PM____, Midday____, AM __X__.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: AM Peak Hour - Existing



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

Category		Land Use 1 Drive-In Bank	2	3 General Office (10-	4	5	6	Total
External Trips	Enter	23	0	114	0	0	0	137
	Exit	16	0	15	0	0	0	31
	Total	39	0	129	0	0	0	**168**
Internal Trips	Enter	1	0	1	0	0	0	2
	Exit	1	0	1	0	0	0	2
	Total	2	0	2	0	0	0	**4**
Single Use Trip Gen Estimate		41	0	131	0	0	0	**172**

Print Date = 09/22/23
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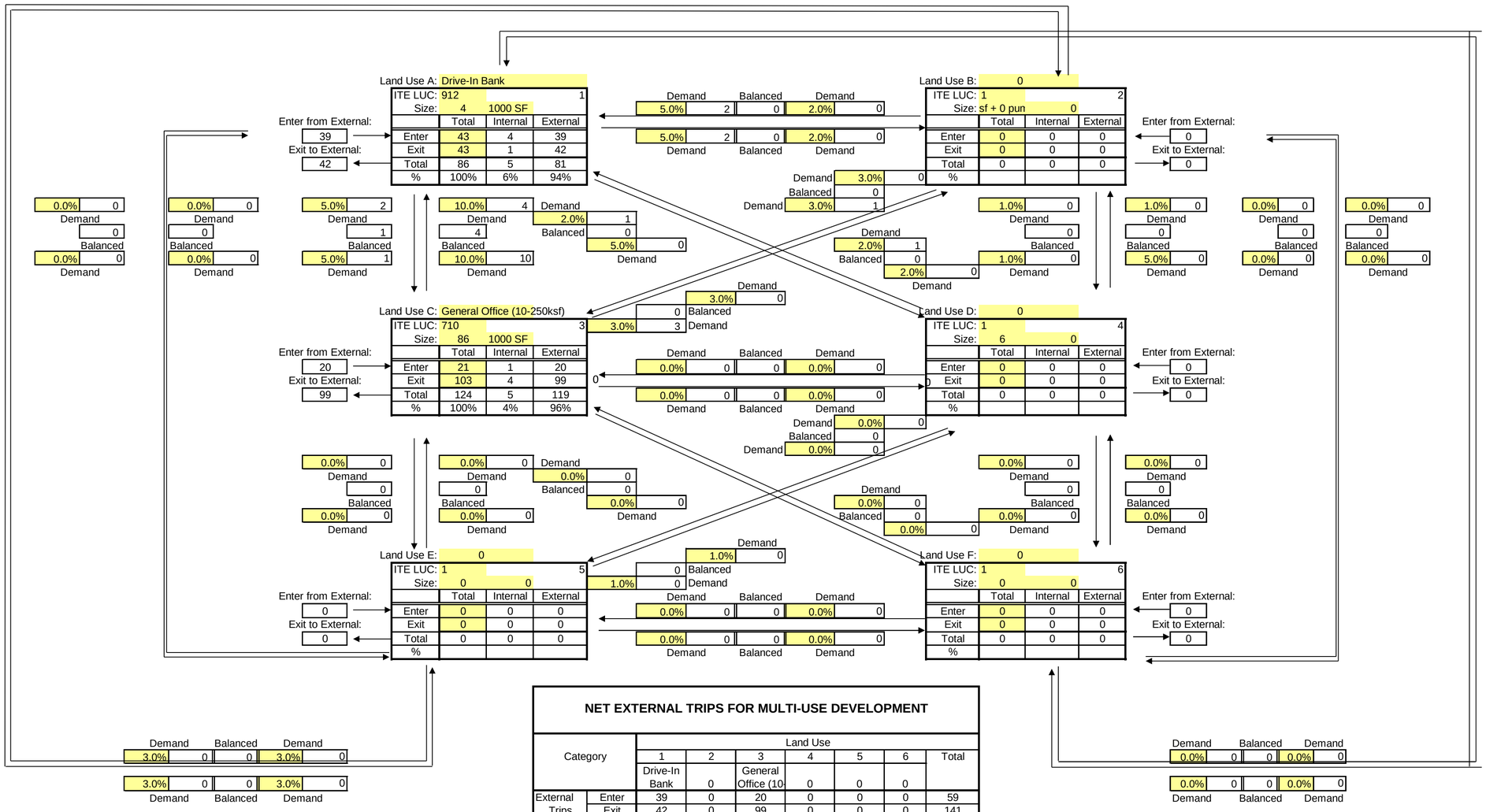
EXHIBIT 1C

Analysis Period: PM_X___, AM ____.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: PM Peak Hour -Existing



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

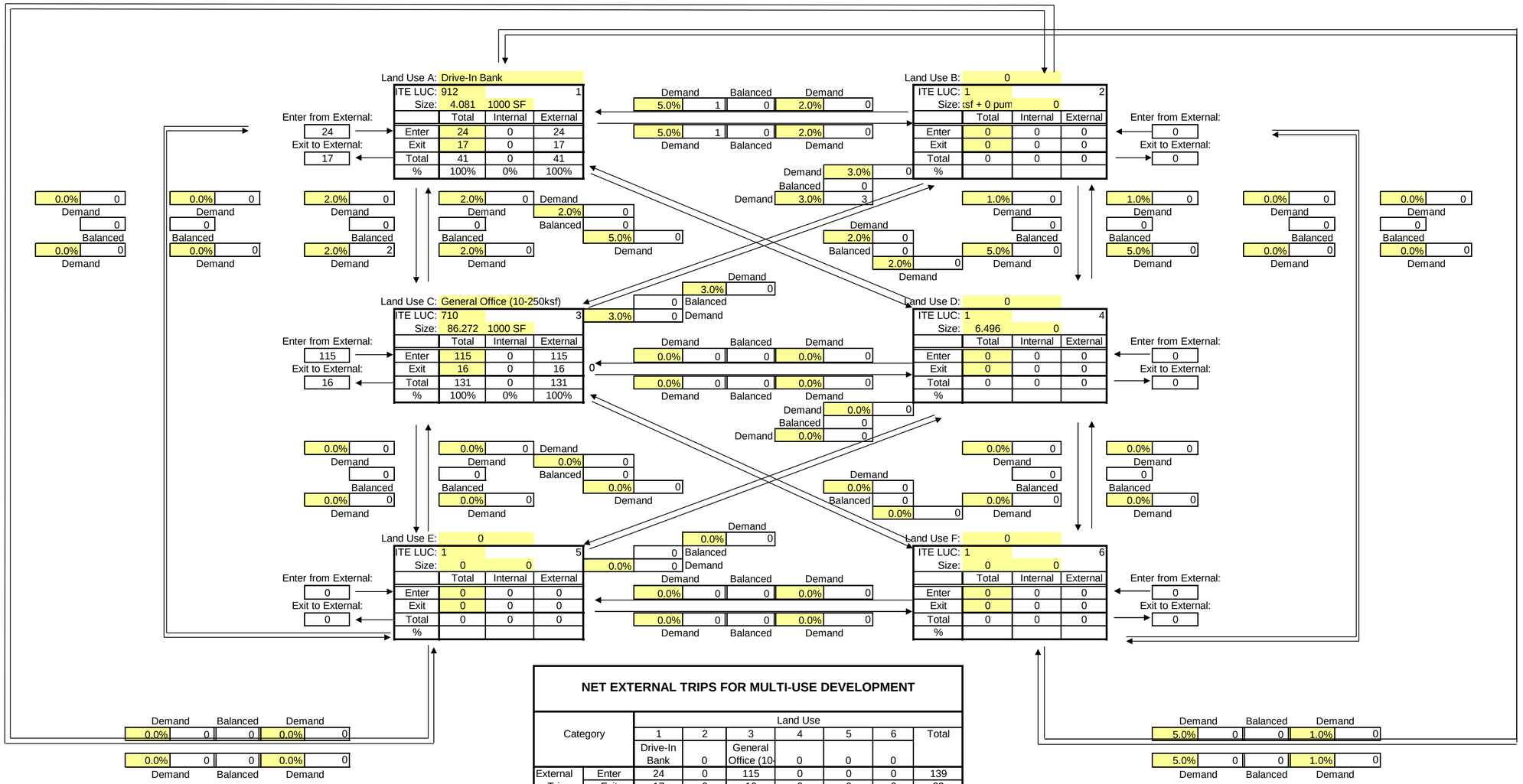
Category		Land Use 1 Drive-In Bank	2	3 General Office (10	4	5	6	Total
External Trips	Enter	39	0	20	0	0	0	59
	Exit	42	0	99	0	0	0	141
	Total	81	0	119	0	0	0	**200**
Internal Trips	Enter	4	0	1	0	0	0	5
	Exit	1	0	4	0	0	0	5
	Total	5	0	5	0	0	0	**10**
Single Use Trip Gen Estimate		86	0	124	0	0	0	**210**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

EXHIBIT 1D

Analysis Period: PM____, Midday____, AM __X__.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: AM Peak Hour - Proposed



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

Category		Land Use 1 Drive-In Bank	2	3 General Office (10-	4	5	6	Total
External Trips	Enter	24	0	115	0	0	0	139
	Exit	17	0	16	0	0	0	33
	Total	41	0	131	0	0	0	**172**
Internal Trips	Enter	0	0	0	0	0	0	0
	Exit	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	**0**
Single Use Trip Gen Estimate		41	0	131	0	0	0	**172**

Print Date = 09/22/23
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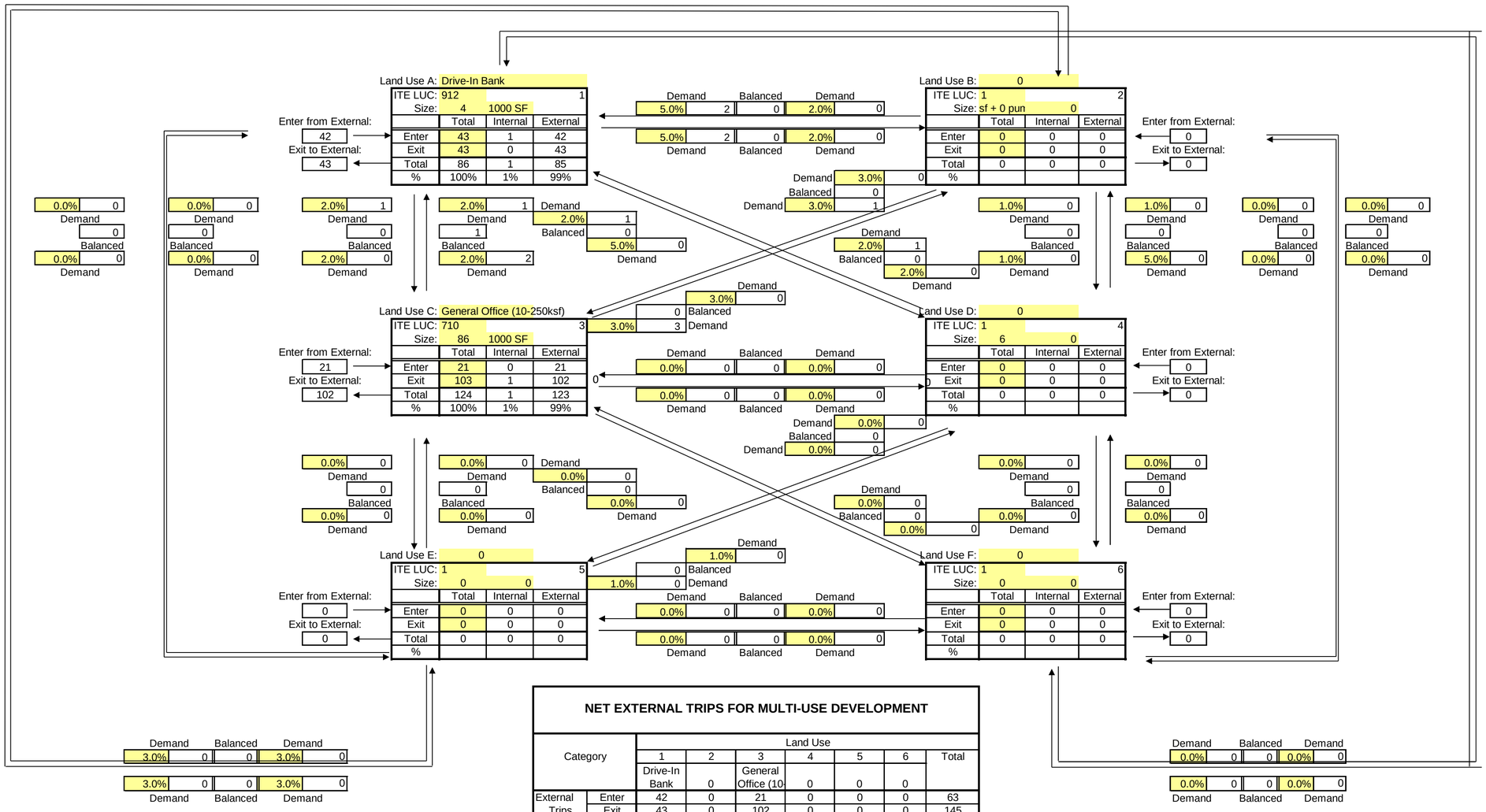
EXHIBIT 1E

Analysis Period: PM_X___, AM ____.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: PM Peak Hour -Proposed

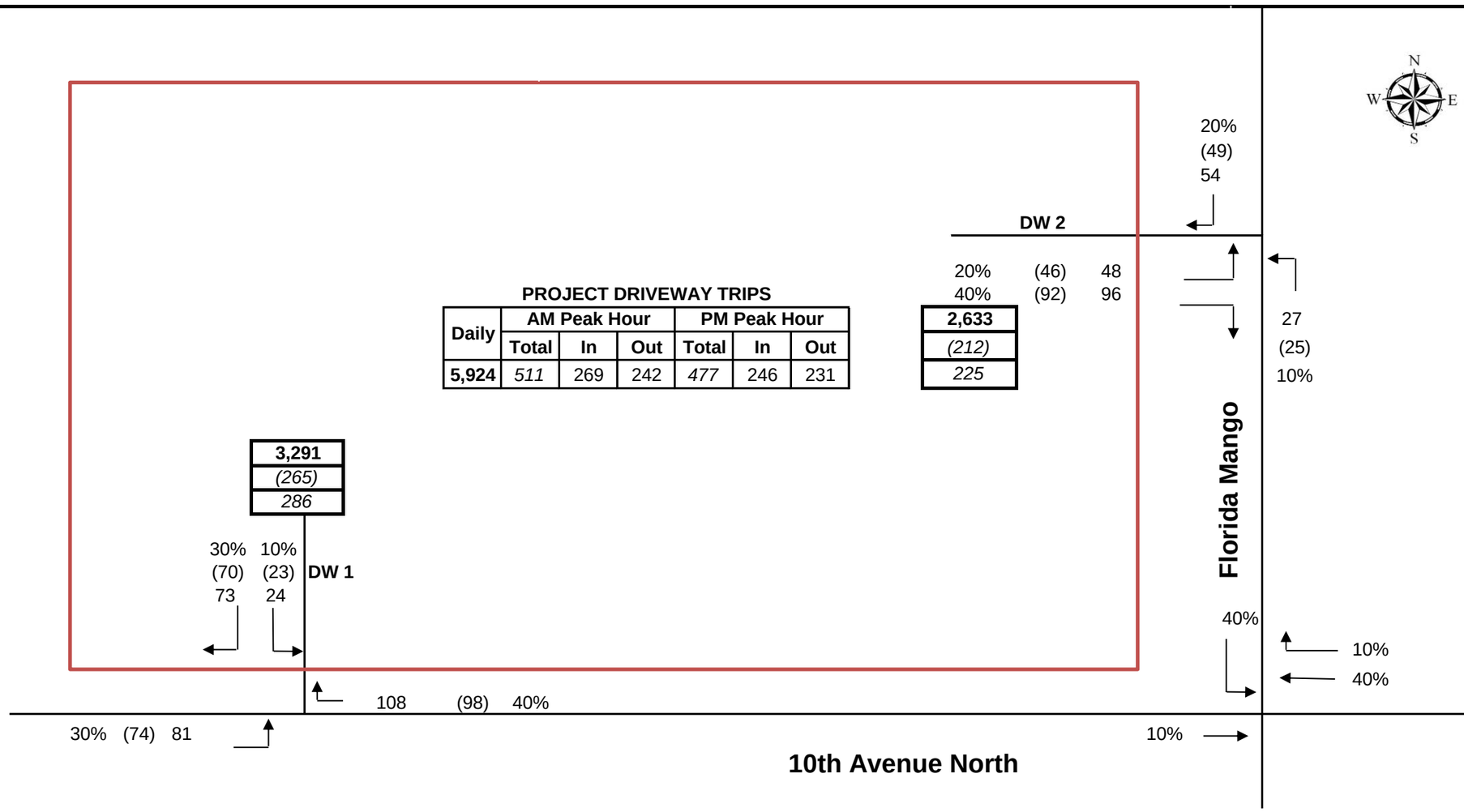


NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

Category		Land Use 1 Drive-In Bank	2	3 General Office (10	4	5	6	Total
External Trips	Enter	42	0	21	0	0	0	63
	Exit	43	0	102	0	0	0	145
	Total	85	0	123	0	0	0	**208**
Internal Trips	Enter	1	0	0	0	0	0	1
	Exit	0	0	1	0	0	0	1
	Total	1	0	1	0	0	0	**2**
Single Use Trip Gen Estimate		86	0	124	0	0	0	**210**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

FIGURE



Village Collection of Palm Springs

PROPOSED PROJECT DRIVEWAY VOLUMES

5,924	Total daily driveway trips
(477)	PM peak hour driveway trips
511	AM peak hour directional driveway trips

MacKenzie
Engineering & Planning, Inc.

EXHIBIT 2A - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			Existing		Committed		Percent	AM Peak Hour		AM Peak Hour		Significant		2022 AM		2023 PM			Growth	Committed		Committed Traffic		Growth from		2028 Background Peak		Meets Test 1		Backgrnd
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity	Project Assign	Project Trips NB/EB	Project Trips SB/WB	Significance NB/EB	Significance SB/WB	Impact ? NB/EB	Impact ? SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	Station	Factor	Traffic [6] NB/EB	Traffic [6] SB/WB	+ 1% Growth Rate NB/EB	+ 1% Growth Rate SB/WB	Historic Growth Rate NB/EB	Historic Growth Rate SB/WB	Hour Volume NB/EB	Hour Volume SB/WB	Standard ? NB/EB	Standard ? SB/WB	Needed Improv.
Florida Mango Road																														
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0.1%	0.0%	no	no					3646	0.50%											
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	2.7%	1.0%	YES	YES			282	451	35820	0.50%	49	42	63	65	7	11	345	516	Yes	Yes	
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		0.5%		no				282		35820	0.50%	49	42									
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		5.5%		YES				451	35820	0.50%	49	42		65		11		516		Yes	
10th Avenue North																														
Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	1	0.0%	0.1%	no	no					4603	0.50%											
Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	8	0.2%	0.5%	no	no					4653	0.50%											
Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	13	36	0.7%	2.0%	no	YES				1,303	35820	0.50%	135	155		221		33		1,524		Yes	
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	12		0.7%		no						35820		135	155									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		18		1.0%		YES				1,303	35820	0.50%	135	155		221		33		1,524		Yes	
Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	60	22	3.4%	1.2%	YES	YES	1,689	1,329			930170	0.50%	182	173	286	255	51	40	1,975	1,584	No	Yes	6-Laning
Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	53	19	3.0%	1.1%	YES	YES	1,689	1,329			930170	0.50%	231	198	335	280	51	40	2,024	1,609	No	Yes	6-Laning
I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	5	2	0.3%	0.1%	no	no																	
Congress Avenue																														
Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	11	4	0.4%	0.1%	no	no																	
10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	4	12	0.1%	0.4%	no	no																	
Forest Hill Blvd																														
Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6.0%	3	7	0.1%	0.3%	no	no																	
Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6.0%	7	3	0.3%	0.1%	no	no																	
Boutwell Road																														
10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	6	2	0.7%	0.2%	no	no																	

EXHIBIT 2B - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			2028 Background Needed Lanes		Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
From	To	Class	Number Of Lanes	LOS 'D' Capacity	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road												
Forest Hill Blvd	Project Site	1	2L	880	24	9	345	516	369	525	Yes	Yes
Project Site	10th Avenue North	1	2L	880		48		516		564		Yes
10th Avenue North												
Congress Avenue	Project Site	2	6LD	2,680	13	36		1,524		1,560		Yes
Project Site	Florida Mango Rd	2	6LD	2,680		18		1,524		1,542		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	60	22	1,975	1,584	2,035	1,606	Yes	Yes
Boutwell Rd	I-95	2	6LD	2,680	53	19	2,024	1,609	2,077	1,628	Yes	Yes

EXHIBIT 3A - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			Existing		Committed		Percent	Project Trips		Significance		Significant Impact ?		2022 PM		2023 PM PHPD Volume			Growth	Committed Traffic		Committed Traffic + 1% Growth Rate		Growth from Historic Growth Rate		2028 Background Peak Hour Volume		Meets Test 1 Standard ?		Backgrnd Needed Improv.
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	Station	Factor	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	
Florida Mango Road																														
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	0	0	0.0%	0.0%	no	no						0.5%											
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	6	10	0.7%	1.1%	no	YES				498	35820	0.5%	44	50		84		13		582		Yes	
Project Site	10th Avenue North	1	2L	880	2L	880	10%	5		0.6%		no					498	35820	0.5%	44	50									
Project Site	10th Avenue North	1	2L	880	2L	880	40%		13		1.5%		YES				498	35820	0.5%	44	50		75		13		573	Yes	Yes	
10th Avenue North																														
Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	0	0.0%	0.0%	no	no					4603	0.5%											
Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	2	0.2%	0.1%	no	no					4653	0.5%											
Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	15	10	0.8%	0.56%	no	no					35820	0.5%	229	205									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	3		0.2%		no						35820	0.5%	229	205									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		20		1.1%		YES				1,737	35820	0.5%	229	205		294		44		2,031		No	6-Laning
Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	16	25	0.9%	1.4%	no	YES	1,639	1,565			930170	0.5%	227	231		327		48		1,892		No	6-Laning
Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	14	22	0.8%	1.2%	no	YES	1,639	1,565			930170	0.5%	213	248		344		48		1,909		No	6-Laning
I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	1	2	0.1%	0.1%	no	no																	
Congress Avenue																														
Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	3	4	0.1%	0.1%	no	no																	
10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	5	3	0.2%	0.1%	no	no																	
Forest Hill Blvd																														
Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6%	3	2	0.1%	0.1%	no	no																	
Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6%	2	3	0.1%	0.1%	no	no																	
Boutwell Road																														
10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	2	2	0.2%	0.2%	no	no																	

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]pm peak (mango)

EXHIBIT 3B - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			2028 Background Needed Lanes		Percent	Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Summit Blvd	Forest Hill Blvd	1	2L	880	1%	0	0						
Forest Hill Blvd	Project Site	1	2L	880	20%	6	10		582		592		Yes
Project Site	10th Avenue North	1	2L	880	10%	5							
Project Site	10th Avenue North	1	2L	880	40%		13		573		586		Yes
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	30%	15	10						
Project Site	Florida Mango Rd	2	6LD	2,680	40%		20		2,031		2,051		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	50%	16	25		1,892		1,917		Yes
Boutwell Rd	I-95	2	6LD	2,680	44%	14	22		1,909		1,931		Yes

EXHIBIT 4A
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway			Existing		Committed		Percent	AM Peak Hour Project Trips		PM Peak Hour Project Trips		Project Significance				Significant Impact
												AM		PM		
From	To	Class	Number Of Lanes	LOS 'E' Capacity	Number Of Lanes	LOS 'E' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	???
Florida Mango Road																
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0	0	0.1%	0.0%	0.0%	0.0%	No
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	6	10	2.7%	1.0%	0.7%	1.1%	No
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		5		0.5%		0.6%		No
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		13		5.5%		1.5%	Yes
10th Avenue North																
Military Trail	Kirk Rd	2	5L	1,870	5L	1,870	1%	0	1	0	0	0.0%	0.1%	0.0%	0.0%	No
Kirk Rd	Congress Ave	2	5L	1,870	5L	1,870	7%	3	8	3	2	0.2%	0.4%	0.2%	0.1%	No
Congress Avenue	Project Site	2	5L	1,870	5L	1,870	30%	13	36	15	10	0.7%	1.9%	0.8%	0.5%	No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	10%	12		3		0.6%		0.2%		No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	40%		18		20		1.0%		1.1%	No
Florida Mango Road	Boutwell Rd	2	5L	1,870	5L	1,870	50%	60	22	16	25	3.2%	1.2%	0.9%	1.3%	Yes
Boutwell Rd	I-95	2	5L	1,870	5L	1,870	44%	53	19	14	22	2.8%	1.0%	0.8%	1.2%	No
I-95	N. Dixie Hwy	2	5L	1,870	5L	1,870	4%	5	2	1	2	0.3%	0.1%	0.1%	0.1%	No

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]test 2 (mango)

EXHIBIT 4B
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway			Committed		AM Peak Hour		2023 AM			Growth	Committed		Committed Traffic + 1%		2028 PM		Backgrnd	Bckgrnd	Bckgrnd			Meets Test 2
From	To	Class	Number Of Lanes	LOS 'E' Capacity	Project Trips NB/EB	Project Trips SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	Station ID	Factor	Traffic NB/EB	Traffic SB/WB	Growth Rate NB/EB	Growth Rate SB/WB	Background NB/EB	Background SB/WB	Needed Improve	Improved Capacity	Meets Test 2 Standards	2028 AM Total NB/EB	2028 AM Total SB/WB	Standards?
Florida Mango Road																						
Project Site	10th Avenue North	1	2L	880		48		451	35820	0.50%		42		65		516			Yes		564	Yes
10th Avenue North																						
Florida Mango Road	Boutwell Rd	2	5L	1,870	60		1,689		930170	0.50%	182		286		1,975		6-Laning	2,830	Yes	2,035		Yes

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]test 2 (mango) (2)

Village Collection of Palm Springs

AM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 5A

Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	13	307	5	0	5	199	26	0	15	3	9	0	49	3	24	658
7:15 AM	7:30 AM	0	19	223	2	0	0	214	25	0	6	2	15	0	54	3	24	587
7:30 AM	7:45 AM	0	12	258	4	0	3	221	29	0	9	2	7	0	54	1	47	647
7:45 AM	8:00 AM	0	20	222	4	0	0	227	24	0	12	3	6	0	51	0	27	596
8:00 AM	8:15 AM	0	28	267	8	0	2	217	24	0	8	2	7	0	53	3	36	655
8:15 AM	8:30 AM	0	29	269	5	0	2	224	32	0	5	0	5	0	47	1	40	659
8:30 AM	8:45 AM	0	18	301	4	0	1	210	32	0	6	3	8	0	57	2	36	678
8:45 AM	9:00 AM	0	23	273	4	0	4	239	29	0	6	0	3	0	37	3	45	666
Peak Hour Traffic Volume																		
8:00 AM	9:00 AM	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157	2658

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Seasonal Factor	0	10	111	2	0	1	89	12	0	3	1	2	0	19	1	16
Estimated 2022	**0**	**108**	**1221**	**23**	**0**	**10**	**979**	**129**	**0**	**28**	**6**	**25**	**0**	**213**	**10**	**173**
Growth 1%	0	8	88	2	0	1	71	9	0	2	0	2	0	15	1	12
Committed*	0	0	82	0	0	0	23	7	0	0	0	0	0	0	0	0
Committed + 1%	0	8	170	2	0	1	94	16	0	0	0	2	0	15	1	12
Growth 0.5%	0	4	43	1	0	0	35	5	0	1	0	1	0	8	0	6
Growth 0.5% or Committed + 1%	0	8	170	2	0	1	94	16	0	1	0	2	0	15	1	12
2028 Bckgrnd Volumes	**0**	**116**	**1391**	**25**	**0**	**6**	**1073**	**145**	**0**	**29**	**6**	**27**	**0**	**228**	**11**	**185**
Assignment			10%				40%	10%						40%		
in/out			out				in	in						out		
Project			18 **				42 **	10 **						72 **		
Post	**0**	**116**	**1409**	**25**	**0**	**6**	**1115**	**155**	**0**	**29**	**6**	**27**	**0**	**300**	**11**	**185**
Existing	0	108	1,221	23	0	10	979	129	0	28	6	25	0	213	10	173
Pre	0	116	1,391	25	0	11	1,073	145	0	29	6	27	0	228	11	185
Post	0	116	1,409	25	0	6	1,115	155	0	29	6	27	0	300	11	185

* Committed Traffic from TPS database

** Rounded for volume balancing

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 5B

Florida Mango Road & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Background Volume	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Total Project Volume	0	0	18	0	0	0	0	10	0	0	0	0	0	72	0	0
Total Volume		**116**	**1,409**	**25**		**6**	**1,073**	**155**		**29**	**6**	**27**		**300**	**11**	**185**
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		116	1434	< 0		6	1073	155		29	33	< 0		0 >	311	185
Approach Volume			1,550				1,234				62				496	
Per Lane Volume b4 RTOR		116	717	0		6	537	155		29	33	0		0	156	185
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		116	712	0		6	537	95		29	23	0		0	156	125
North-South Critical	NB + SB						185									
East-West Critical	WB LT + EB TH =						718		EB LT + WB TH =					653		
Maximum Critical Sum	**185**				**+**		**718**				**=**		**903**			

STATUS ?	**UNDER**

Village Collection of Palm Springs

PM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 6A

Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	50	222	9	0	3	322	71	0	5	0	7	0	48	4	40	781
4:15 PM	4:30 PM	0	40	222	8	0	3	315	45	0	5	5	5	0	39	5	42	734
4:30 PM	4:45 PM	0	49	249	11	0	13	343	51	0	1	1	4	0	49	1	41	813
4:45 PM	5:00 PM	0	49	246	13	0	5	312	42	0	5	1	6	0	59	3	57	798
5:00 PM	5:15 PM	0	43	218	5	0	6	362	63	0	3	4	7	0	39	8	44	802
5:15 PM	5:30 PM	0	40	213	10	0	10	338	67	0	13	1	10	0	52	2	48	804
5:30 PM	5:45 PM	0	44	222	10	0	12	321	61	0	10	6	3	0	54	1	51	795
5:45 PM	6:00 PM	0	58	245	8	0	9	343	62	0	7	3	11	0	43	3	41	833
Peak Hour Traffic Volume																		
5:00 PM	6:00 PM	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184	3234

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	**ebl**	**ebt**	**ebr**	**wbu**	**wbl**	**wbt**	**wbr**	**nbu**	**nbl**	**nbt**	**nbr**	**sbu**	**sbl**	**sbt**	**sbr**
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Seasonal Factor	0	19	90	3	0	4	136	25	0	3	1	3	0	19	1	18
Estimated 2022	**0**	**204**	**988**	**36**	**0**	**41**	**1500**	**278**	**0**	**36**	**15**	**34**	**0**	**207**	**15**	**202**
		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%
Estimated 2022	**0**	**204**	**988**	**36**	**0**	**41**	**1,500**	**278**	**0**	**36**	**15**	**34**	**0**	**207**	**15**	**202**
Growth 1%	0	15	71	3	0	3	108	20	0	3	1	2	0	15	1	15
Committed*	0	0	51	0	0	0	64	20	0	0	0	0	0	0	0	0
Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
Growth 0.5%	0	6	30	1	0	1	46	8	0	1	0	1	0	6	0	6
Growth 0.5% or Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
2028 Bckgrnd Volumes	**0**	**219**	**1110**	**39**	**0**	**39**	**1672**	**318**	**0**	**39**	**16**	**36**	**0**	**222**	**16**	**217**
Assignment			10%				40%	10%						40%		
in/out			out				in	in						out		
Project			12 **				87 **	21 **						50 **		
Post	**0**	**219**	**1122**	**39**	**0**	**39**	**1759**	**339**	**0**	**39**	**16**	**36**	**0**	**272**	**16**	**217**
Existing	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Pre	0	219	1,110	39	0	44	1,672	318	0	39	16	36	0	222	16	217
Post	0	219	1,122	39	0	39	1,759	339	0	39	16	36	0	272	16	217

** Rounded for volume balancing

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 6B

Florida Mango Road & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Background Volume	0	219	1110	39	0	39	1672	318	0	39	16	36	0	222	16	217
Total Project Volume	0	0	12	0	0	0	87	21	0	0	0	0	0	50	0	0
Total Volume	**0**	**219**	**1,122**	**39**	**0**	**39**	**1,759**	**339**	**0**	**39**	**16**	**36**	**0**	**272**	**16**	**217**
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		219	1161	< 0		39	1759	339		39	52	< 0		0 >	288	217
Approach Volume			1,380				2,137				91				505	
Per Lane Volume b4 RTOR		219	581	0		39	880	339		39	52	0		0	144	217
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		219	576	0		39	880	279		39	42	0		0	144	157
North-South Critical	NB + SB				183											
East-West Critical	WB LT + EB TH =				615				EB LT + WB TH =				1099			
Maximum Critical Sum	**183**				+	**1099**					=	**1,282**				

STATUS ?	**NEAR**

Village Collection of Palm Springs

AM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 7A

Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	77	218	65	2	72	102	73	1	15	210	65	0	42	124	15	1081
7:15 AM	7:30 AM	1	67	118	61	0	82	99	88	4	32	249	49	0	39	221	17	1127
7:30 AM	7:45 AM	1	68	144	53	0	101	103	72	3	30	242	55	0	41	249	20	1182
7:45 AM	8:00 AM	6	58	165	67	1	123	116	48	2	20	272	58	1	37	257	24	1255
8:00 AM	8:15 AM	3	64	168	66	2	120	101	66	4	31	220	84	2	51	206	14	1202
8:15 AM	8:30 AM	1	55	154	56	1	101	117	61	3	24	234	86	1	46	255	15	1210
8:30 AM	8:45 AM	4	62	187	48	0	127	108	75	3	34	188	80	0	49	181	16	1162
8:45 AM	9:00 AM	5	73	190	65	0	97	130	41	7	30	181	91	1	52	149	25	1137
Peak Hour Traffic Volume																		
7:30 AM	8:30 AM	11	245	631	242		445	437	247	12	105	968	283	4	175	967	73	4849

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	11	245	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Seasonal Factor	1	25	63	24	0	45	44	25	1	11	97	28	0	18	97	7
Estimated 2022	**0**	**282**	**694**	**266**	**0**	**490**	**481**	**272**	**13**	**116**	**1065**	**311**	**4**	**193**	**1064**	**80**
Growth 1%	0	20	50	19	0	35	35	20	0	8	77	22	0	14	77	6
Committed*	0	8	7	8	0	26	9	15	0	10	18	10	0	4	10	2
Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
Growth 0.5%	0	10	25	9	0	17	17	10	0	4	38	11	0	7	38	3
Growth 0.5% or Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
2028 Bckgrnd Volumes	**0**	**310**	**751**	**293**	**0**	**551**	**525**	**307**	**13**	**134**	**1160**	**343**	**4**	**211**	**1151**	**88**
Assignment			10%			10%	10%	10%				10%		10%		
in/out			in			out	out	out				in		in		
Project			4			12	12	12				4		4		
Post	**0**	**310**	**755**	**293**	**0**	**563**	**537**	**319**	**13**	**134**	**1160**	**347**	**4**	**215**	**1151**	**88**
Existing	0	282	694	266	0	490	481	272	13	116	1,065	311	4	193	1,064	80
Pre	0	310	751	293	0	551	525	307	13	134	1,160	343	4	211	1,151	88
Post	0	310	755	293	0	563	537	319	13	134	1,160	347	4	215	1,151	88

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 7B

Congress & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	256	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Background Volume	0	310	751	293	0	551	525	307	13	134	1160	343	4	211	1151	88
Total Project Volume	0	0	4	0	0	12	12	12	0	0	0	4	0	4	0	0
Total Volume		**310**	**755**	**293**		**563**	**537**	**319**		**147**	**1,160**	**347**		**219**	**1,151**	**88**
Critical Volume Analysis																
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1
Approach Vol by Lane Group		310	755	293		563	537	319		147	1160	347		219	1151	88
Approach Volume			1,358				1,419				1,654				1,458	
Per Lane Volume b4 RTOR		155	378	293		282	269	319		147	387	347		219	384	88
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		155	378	293		282	269	259		147	387	287		219	384	28
North-South Critical	SB LT + NB TH =					606			NB LT + SB TH =					531		
East-West Critical	WB LT + EB TH =					660			EB LT + WB TH =					424		

Maximum Critical Sum	**606**	+	**660**	= **1,266**

STATUS ?	**NEAR**

Village Collection of Palm Springs

PM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 8A

Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	8	58	181	60	1	96	223	67	5	30	207	107	3	54	216	39	1355
4:15 PM	4:30 PM	12	48	164	50	0	121	244	76	7	44	215	88	1	45	239	30	1384
4:30 PM	4:45 PM	5	48	158	56	2	105	207	82	8	46	235	112	1	68	230	42	1405
4:45 PM	5:00 PM	8	45	153	47	2	124	188	76	6	45	255	116	0	68	295	45	1473
5:00 PM	5:15 PM	6	53	147	55	3	115	219	67	1	52	220	102	6	49	237	41	1373
5:15 PM	5:30 PM	11	35	142	31	0	126	225	70	2	59	261	100	3	41	230	34	1370
5:30 PM	5:45 PM	6	60	149	63	0	121	200	60	5	50	258	114	0	68	270	41	1465
5:45 PM	6:00 PM	5	48	179	55	5	103	205	68	3	54	207	88	1	57	247	34	1359
Peak Hour Traffic Volume																		
4:45 PM	5:45 PM	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161	5681

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Seasonal Factor	3	19	59	20	1	49	83	27	1	21	99	43	1	23	103	16
Estimated 2022	**0**	**246**	**650**	**216**	**6**	**535**	**915**	**300**	**15**	**227**	**1093**	**475**	**10**	**249**	**1135**	**177**
Growth 1%	0	18	47	16	0	39	66	22	0	16	79	34	0	18	82	13
Committed*	0	3	20	29	0	36	5	7	0	29	32	33	0	15	36	7
Committed + 1%	0	21	67	45	0	75	71	29	0	45	111	67	0	33	118	20
Growth 0.5%	0	9	23	8	0	19	33	11	1	8	39	17	0	9	40	6
Growth 0.5% or Committed + 1%	0	21	67	45	0	75	71	29	1	45	111	67	0	33	118	20
2028 Bckgrnd Volumes	**0**	**267**	**717**	**261**	**6**	**610**	**986**	**329**	**16**	**272**	**1204**	**542**	**10**	**282**	**1253**	**197**
Assignment			10%			10%	10%	10%				10%		10%		
in/out			in			out	out	out				in		in		
Project			5			2	2	2				5		5		
Post	**0**	**267**	**722**	**261**	**6**	**612**	**988**	**331**	**16**	**272**	**1204**	**547**	**10**	**287**	**1253**	**197**
Existing	0	246	650	216	6	535	915	300	15	227	1,093	475	10	249	1,135	177
Pre	0	267	717	261	6	610	986	329	16	272	1,204	542	10	282	1,253	197
Post	0	267	722	261	6	612	988	331	16	272	1,204	547	10	287	1,253	197

Village Collection of Palm Springs
PM PEAK HOUR
EXHIBIT 8B
Congress & 10th Ave N
Background
Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Volume		**267**	**717**	**261**		**616**	**986**	**329**		**288**	**1,204**	**542**		**292**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1
Approach Vol by Lane Group		267	717	261		616	986	329		288	1204	542		292	1253	197
Approach Volume		1,245				1,931				2,034				1,742		
Per Lane Volume b4 RTOR		134	359	261		308	493	329		288	401	542		292	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	359	261		308	493	269		288	401	482		292	418	137
North-South Critical	SB LT + NB TH =				774				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				667				EB LT + WB TH =				627			
Maximum Critical Sum	**774**				**+**	**667**			**=**	**1,441**						

STATUS ?	**OVER**

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8C

Congress & 10th Ave N

Background with Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Volume		**267**	**717**	**261**		**616**	**986**	**329**		**288**	**1,204**	**542**		**292**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	717	261		616	986	329		288	1204	542		292	1253	197
Approach Volume	1,245				1,931				2,034				1,742			
Per Lane Volume b4 RTOR		134	359	261		308	493	329		288	401	542		146	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	359	261		308	493	269		288	401	482		146	418	137
North-South Critical	SB LT + NB TH =				628				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				667				EB LT + WB TH =				627			
Maximum Critical Sum	**706**				**+**	**667**			**=**	**1,373**						

STATUS ? **NEAR**

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8D

Congress & 10th Ave N

Total with Background Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Project Volume	0	0	5	0	0	2	2	2	0	0	0	5	0	5	0	0
Total Volume		**267**	**722**	**261**		**618**	**988**	**331**		**288**	**1,204**	**547**		**297**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	722	261		618	988	331		288	1204	547		297	1253	197
Approach Volume	1,250				1,937				2,039				1,747			
Per Lane Volume b4 RTOR		134	361	261		309	494	331		288	401	547		149	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	361	261		309	494	271		288	401	487		149	418	137
North-South Critical	SB LT + NB TH =				636				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				670				EB LT + WB TH =				628			
Maximum Critical Sum	**706**				**+**	**670**			**=**	**1,376**						

STATUS ?	**NEAR**	

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 9A
Florida Mango Road & Forest Hill Boulevard

Count Taken:	5/4/2022	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.02	

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	4	139	1926	103	10	66	1317	65	152	243	347	205	235	108
Seasonal Factor	0	3	39	2	0	1	26	1	3	5	7	4	5	2
Estimated 2022	**4**	**146**	**1965**	**105**	**10**	**67**	**1343**	**66**	**155**	**248**	**354**	**209**	**240**	**110**
Growth 1%	0	11	142	8	0	5	97	5	11	18	26	15	17	8
Committed*	0	0	1	3	0	4	1	0	8	0	5	0	0	0
Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
Growth 0.5%	0	5	70	4	0	2	48	2	6	9	13	7	9	4
Growth 0.5% or Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
2028 Bckgrnd Volumes	**4**	**157**	**2108**	**116**	**10**	**76**	**1441**	**71**	**174**	**266**	**385**	**224**	**257**	**118**
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				5		5			9	18	9		11	
Post	**4**	**157**	**2108**	**121**	**10**	**81**	**1441**	**71**	**183**	**284**	**394**	**224**	**268**	**118**

Existing	4	146	1,965	105	10	67	1,343	66	155	248	354	209	240	110
Pre	4	157	2,108	116	10	76	1,441	71	174	266	385	224	257	118
Post	4	157	2,108	121	10	81	1,441	71	183	284	394	224	268	118

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 9B

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**
5/4/2022	0	143	1926	103	10	66	1317	65	152	243	347	205	235	108
Background Volume	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Total Project Volume	0	0	0	5	0	5	0	0	9	18	9	0	11	0
Total Volume		**161**	**2,108**	**121**		**91**	**1,441**	**71**	**251**	**284**	**394**	**224**	**268**	**118**
Critical Volume Analysis														
No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		161	2108	121		91	1441	71	251	284	394	224	268	118
Approach Volume			2,390				1,603			929			610	
Per Lane Volume b4 RTOR		161	703	121		91	480	71	251	284	394	224	268	118
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		161	703	121		91	480	11	251	284	334	224	268	58
North-South Critical	SB LT + NB TH =					558			NB LT + SB TH =			519		
East-West Critical	WB LT + EB TH =					794			EB LT + WB TH =			641		
Maximum Critical Sum	**558**				**+**	**794**			**=**		**1,352**			

STATUS ? **NEAR**

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 10A
Florida Mango Road & Forest Hill Boulevard

Count Taken:	5/4/2022	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.02	

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Seasonal Factor	0	2	26	3	0	7	44	1	3	3	3	3	7	2
Estimated 2022	**9**	**92**	**1314**	**139**	**9**	**335**	**2224**	**59**	**148**	**166**	**169**	**148**	**335**	**106**
Growth 1%	0	7	95	10	0	24	160	4	11	12	12	11	24	8
Committed*	0	1	2	7	0	8	1	0	4	0	2	0	0	0
Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
Growth 0.5%	0	3	40	4	0	10	68	2	4	5	5	4	10	3
Growth 0.5% or Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
2028 Bckgrnd Volumes	**9**	**100**	**1411**	**156**	**9**	**367**	**2385**	**63**	**163**	**178**	**183**	**159**	**359**	**114**
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				11		11			6	13	6		22	
Post	**9**	**100**	**1411**	**167**	**9**	**378**	**2385**	**63**	**169**	**191**	**189**	**159**	**381**	**114**

Existing	9	92	1,314	139	9	335	2,224	59	148	166	169	148	335	106
Pre	9	100	1,411	156	9	367	2,385	63	163	178	183	159	359	114
Post	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 10B

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Background Volume	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Total Project Volume	0	0	0	11	0	11	0	0	6	13	6	0	22	0
Total Volume	**9**	**100**	**1,411**	**167**	**9**	**378**	**2,385**	**63**	**169**	**191**	**189**	**159**	**381**	**114**

Critical Volume Analysis Background Traffic

No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		100	1411	156		367	2385	63	163	178	183	159	359	114
Approach Volume			1,667				2,815			524			632	
Per Lane Volume b4 RTOR		100	470	156		367	795	63	163	178	183	159	359	114
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		100	470	156		367	795	3	163	178	123	159	359	54
North-South Critical	SB LT + NB TH =					337			NB LT + SB TH =			522		
East-West Critical	WB LT + EB TH =					837			EB LT + WB TH =			895		
Maximum Critical Sum	**522**				**+**	**895**			**=**		**1,417**			
STATUS ?	**OVER**													

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 11
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	10	0	5	1	0	2	4	90	0	2	34	6	154
7:15 AM	7:30 AM	0	5	1	1	1	0	2	5	96	4	3	37	5	160
7:30 AM	7:45 AM	0	13	0	3	3	0	0	8	79	2	3	43	12	166
7:45 AM	8:00 AM	0	11	0	0	2	0	0	3	64	2	1	35	7	125
8:00 AM	8:15 AM	0	12	1	7	5	0	1	9	86	2	2	48	5	178
8:15 AM	8:30 AM	0	9	0	5	0	0	3	2	73	2	2	44	11	151
8:30 AM	8:45 AM	0	8	0	6	0	0	5	3	64	2	3	52	8	151
8:45 AM	9:00 AM	0	7	0	6	1	1	6	10	67	3	3	54	6	164
		0	75	2	33	13	1	19	44	619	17	19	347	60	1249
Peak Hour Traffic Volume															
8:00 AM	9:00 AM	0	36	1	24	6	1	15	24	290	9	10	198	30	644

Count Taken: 6/7/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebl	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/7/2023	0	36	1	24	6	1	15	24	290	9	10	198	30
Seasonal Factor	0	3	0	2	0	0	1	2	23	1	1	16	2
Estimated 2023	**0**	**39**	**1**	**26**	**6**	**1**	**16**	**26**	**313**	**10**	**11**	**214**	**32**
Growth 1%	0	3	0	2	0	0	1	2	23	1	1	15	2
Committed*			82	0	0	21				0			
Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
Growth 0.5%	0	0	0	0	0	0	0	0	2	0	0	1	0
Growth 0.5% or Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
2028 Bckgrnd Volumes	**0**	**42**	**83**	**32**	**11**	**17**	**17**	**28**	**336**	**12**	**12**	**229**	**34**
Assignment		20%		40%				10%					20%
in/out		out		out				in					in
Project		42		84				13					26
Post	**0**	**84**	**83**	**116**	**11**	**17**	**17**	**41**	**336**	**12**	**12**	**229**	**60**
Existing	0	39	1	26	6	1	16	26	313	10	11	214	32
Pre	0	42	83	32	6	22	17	28	336	12	12	229	34
Post	0	84	83	116	11	17	17	41	336	12	12	229	60

* Committed Traffic EBT from 10th Ave N and Florida Mango Road is 82 (82 + 0 + 0) WBT from 10th Ave N and Congress Boulevard is 21 (2 + 9 + 10)

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 12
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	6	0	5	0	21	2	12	13	67	12	6	60	3	207
4:15 PM	4:30 PM	0	7	0	3	0	17	1	11	3	78	12	10	78	10	230
4:30 PM	4:45 PM	0	10	0	3	0	21	0	5	5	90	14	12	72	2	234
4:45 PM	5:00 PM	0	4	0	5	0	15	1	22	5	79	12	6	78	3	230
5:00 PM	5:15 PM	0	3	0	7	0	19	2	9	6	94	6	6	95	0	247
5:15 PM	5:30 PM	0	4	0	7	0	28	1	12	5	95	10	5	74	4	245
5:30 PM	5:45 PM	0	4	0	9	0	14	1	12	2	92	11	5	86	2	238
5:45 PM	6:00 PM	0	1	1	3	0	14	0	12	6	79	14	10	60	2	202
		0	39	1	42	0	149	8	95	45	674	91	60	603	26	1833
Peak Hour Traffic Volume																
4:45 PM	5:45 PM	0	15	0	28	0	76	5	55	18	360	39	22	333	9	960

Count Taken:	6/6/2023	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.08	

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/6/2023	**1/1/1900**	0	15	0	28	0	76	5	55	18	360	39	22	333	9
Seasonal Factor		0	1	0	2	0	6	0	4	1	29	3	2	27	1
Adjusted Volumes		0	16	0	30	0	82	5	59	19	389	42	24	360	10
Estimated 2023		**0**	**16**	**0**	**30**	**0**	**82**	**5**	**59**	**19**	**389**	**42**	**24**	**360**	**10**
Growth 1%		0	1	0	2	0	6	0	4	1	28	3	2	26	1
Committed*				51	0	0	0	5				0			
Committed + 1%		0	1	51	2	0	6	5	4	1	28	3	2	26	1
Growth 0.5%		0	0	0	0	0	0	0	0	0	2	0	0	2	
Growth 0.5% or Committed + 1%		0	1	51	2	0	6	5	4	1	28	3	2	26	1
2028 Bckgrnd Volumes		**0**	**17**	**51**	**32**	**0**	**93**	**5**	**63**	**20**	**417**	**45**	**26**	**386**	**11**
Assignment			20%		40%					10%					20%
in/out			out		out					in					in
Project			18		36					19					37
Post		**0**	**35**	**51**	**68**	**0**	**93**	**5**	**63**	**39**	**417**	**45**	**26**	**386**	**48**
Existing		0	16	0	30	0	82	5	59	19	389	42	24	360	10
Pre		0	17	51	32	0	88	10	63	20	417	45	26	386	11
Post		0	35	51	68	0	93	5	63	39	417	45	26	386	48

* Committed Traffic EBT from 10th Ave and Florida Mango Road is 51 (51 + 0 + 0) WBT from Florida Mango Road and Forest Hill is 5 (0 + 1 + 4)

HCS7 Two-Way Stop-Control Report

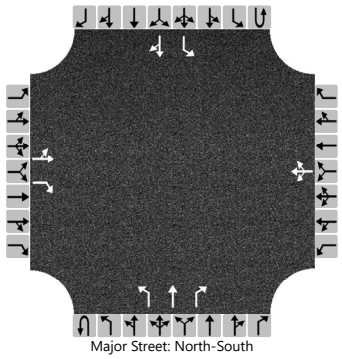
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development AM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		84	83	116		11	17	17		41	336	12		12	229	60
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		176		122			47			43				13		
Capacity, c (veh/h)		306		766			325			1257				1192		
v/c Ratio		0.57		0.16			0.15			0.03				0.01		
95% Queue Length, Q_{95} (veh)		3.4		0.6			0.5			0.1				0.0		
Control Delay (s/veh)		31.5		10.6			18.0			8.0				8.1		
Level of Service (LOS)		D		B			C			A				A		
Approach Delay (s/veh)	22.9				18.0				0.8				0.3			
Approach LOS	C				C											

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HCS7 Two-Way Stop-Control Report

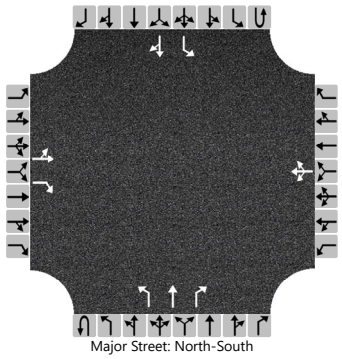
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development PM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		35	51	68		93	5	63		39	417	45		26	386	48
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized		No								No						
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		91		72			169			41				27		
Capacity, c (veh/h)		191		624			198			1104				1077		
v/c Ratio		0.47		0.11			0.86			0.04				0.03		
95% Queue Length, Q_{95} (veh)		2.3		0.4			6.4			0.1				0.1		
Control Delay (s/veh)		39.8		11.5			80.4			8.4				8.4		
Level of Service (LOS)		E		B			F			A				A		
Approach Delay (s/veh)		27.3				80.4				0.7				0.5		
Approach LOS		D				F										

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MacKenzie
Engineering & Planning, Inc.

APPENDICES

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17[a]	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue[b]	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA)[h]	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA)[h]	710	1000 S.F.	Ln(T) = 0.87 Ln(X) + 3.05	10%	88/12	Ln(T) = 0.86Ln(X) + 1.16	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	T=42.97(X)-108.01	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre[c]	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
Services	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88[d]	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store[e]	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated)[g]	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12)

b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split

c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.

d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Florida Mango Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2028
GROWTH RATE: 0%
STATION: 4212
FROM: 10th Ave N
TO: Forest Hill Blvd
COUNT DATE: NA
PSF: 0

Report Created
9/22/2023

Link Analysis

Time Period		AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB	
Existing Volume	0	0	0	0	0	0	
Peak Volume	0	0	0	0	0	0	
Diversion(%)	0	0	0	0	0	0	
Volume after Diversion	0	0	0	0	0	0	
Committed Developments							Type	% Complete
Circus Trix	0	0	0	2	1	1	NR	25%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
2773 Public Charter School	11	6	5	2	1	1	NR	75%
Boutwell Road Apartments	15	10	5	18	7	11	Res	0%
Golden Roads Apartments	12	9	2	14	5	9	Res	0%
Waterside Plaza	4	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	38	18	20	42	21	21	NR	15%
7-Eleven - 1900 10th Ave	19	9	10	17	9	9	NR	10%
Total Committed Developments	100	54	44	102	47	55		
Total Committed Residential	27	19	7	32	12	20		
Total Committed Non-Residential	73	35	37	70	35	35		
Double Count Reduction	7	5	2	8	3	5		
Total Discounted Committed Developments	93	49	42	94	44	50		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	93	49	42	94	44	50		
Growth Volume Used	93	49	42	94	44	50		
Total Volume	93	49	42	94	44	50		
Lanes	2L							
LOS D Capacity	1480	880	880	1480	880	880		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	1570	880	880	1570	880	880		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: 10th Ave N | STATION: 4203 | Report Created
CURRENT YEAR: 2020 | FROM: Midpoint | 9/22/2023
ANALYSIS YEAR: 2028 | TO: N Interstate 95
GROWTH RATE: 0% | COUNT DATE: 2/24/2020
PSF: 1

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	18	13	5	22	9	13	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Boutwell Road Apartments	77	52	25	92	36	56	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	5	3	3	2	1	1	NR	75%
7-Eleven - 1900 10th Ave	88	45	44	81	41	40	NR	10%
3322 Boutwell Road	8	6	2	7	2	4	Res	0%
2209 7th Ave N	10	2	8	8	5	3	NR	0%
Total Committed Developments	468	257	213	515	238	275		
Total Committed Residential	187	126	61	242	99	142		
Total Committed Non-Residential	281	131	152	273	139	133		
Double Count Reduction	47	26	15	55	25	27		
Total Discounted Committed Developments	421	231	198	460	213	248		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	674	377	313	725	348	379		
Growth Volume Used	674	377	313	725	348	379		
Total Volume	3722	2139	1706	3927	1973	1956		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME:	10th Ave N	STATION:	4203	Report Created
CURRENT YEAR:	2020	FROM:	Florida Mango	9/22/2023
ANALYSIS YEAR:	2028	TO:	Boutwell Rd	
GROWTH RATE:	0%	COUNT DATE:	2/24/2020	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	62	20	42	73	44	29	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Waterside Plaza	6	3	3	3	1	2	NR	75%
10th Avenue & Florida Mango	83	39	44	93	45	47	NR	25%
7-Eleven - 1900 10th Ave	71	36	36	65	33	32	NR	10%
3322 Boutwell Road	5	1	4	4	3	2	Res	0%
2209 7th Ave N	10	8	2	8	3	5	NR	0%
Total Committed Developments	389	201	190	503	249	255		
Total Committed Residential	145	77	68	181	89	94		
Total Committed Non-Residential	244	124	122	322	160	161		
Double Count Reduction	36	19	17	45	22	24		
Total Discounted Committed Developments	353	182	173	458	227	231		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	606	328	288	723	362	362		
Growth Volume Used	606	328	288	723	362	362		
Total Volume	3654	2090	1681	3925	1987	1939		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	NO	NO	YES	NO	NO	NO		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	NO	NO	YES	NO	NO	NO		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: 10th Ave N
CURRENT YEAR: 2020
ANALYSIS YEAR: 2028
GROWTH RATE: 0%
STATION: 4203
FROM: Congress
TO: Florida Mango Rd
COUNT DATE: 2/24/2020
PSF: 1
Report Created: 9/22/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	10	8	2	12	4	8	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	46	15	31	55	33	22	Res	0%
Golden Roads Apartments	35	7	28	43	28	15	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	5	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	50	26	23	56	28	27	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
7-Eleven - 1900 10th Ave	52	27	26	48	24	24	NR	10%
Brave Little Stars Academy	7	4	4	7	4	4	NR	0%
Total Committed Developments	317	145	172	466	248	219		
Total Committed Residential	102	34	67	129	75	54		
Total Committed Non-Residential	215	111	105	337	173	165		
Double Count Reduction	26	9	17	32	19	14		
Total Discounted Committed Developments	291	136	155	434	229	205		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	544	282	270	699	364	336		
Growth Volume Used	544	282	270	699	364	336		
Total Volume	3592	2044	1663	3901	1989	1913		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	NO	NO	YES	NO	NO	NO		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	NO	NO	YES	NO	NO	NO		

A	B	C	D	E	F	G	H	I	J	K	L

Input Data

E-W Street: 10th Ave N | COUNT DATE: 12/15/2020 | Report Created
N-S STREET: Congress Ave | CURRENT YEAR: 2020 | 6/5/2023
TIME PERIOD: AM | ANALYSIS YEAR: 2028
GROWTH RATE: 0.58% | PSF: 1.03
SIGNAL ID: 35810

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	2	2	0	0	2	3	2	0	3
Tonset Property	1	0	0	0	0	1	0	1	0	8	8
APEC Petroleum	0	6	0	7	6	6	0	0	7	6	0
Boutwell Road Apartments	0	5	0	10	10	10	0	0	5	5	0
Lake Worth Middle School	0	14	0	7	11	2	0	0	8	2	0
Residences at Lake Worth	0	0	2	1	0	0	5	5	3	0	2
Lantana Airport SDA1	0	0	23	0	0	0	6	8	0	0	29
East Parcel Annex	0	0	7	7	0	0	6	6	6	0	7
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	1	1	0	5	4	0	0	2	1	0	8
Waterside Plaza	0	2	0	1	1	1	0	0	2	2	0
Mid-County Center	1	1	0	3	1	0	0	2	2	0	3
Soma Medical Center	0	0	1	1	0	0	5	5	5	0	1
Lantana Airport SDA2	0	0	4	0	0	0	1	1	0	0	5
Forest Hill / Congress Pharmacy	1	0	0	0	0	1	0	1	0	1	1
Walmart-Palm Springs	0	6	0	3	5	3	0	0	4	3	0
Golden Roads Apartments	0	2	0	9	9	9	0	0	2	2	0
AutoZone #6361	1	0	0	0	0	1	0	1	0	1	1
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	2	8	2	25	23	20	5	8	11	15	18
Total Committed Non-Residential	7	29	35	29	24	18	18	28	34	19	51
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	0	0	0	0	0	0	0	0	0
Historical Growth	0	0	0	0	0	0	0	0	0	0	0
Comm Dev+1% Growth	0	0	0	0	0	0	0	0	0	0	0
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0

Input Data

E-W Street: 10th Ave N | COUNT DATE: 12/15/2020 | Report Created
N-S STREET: Congress Ave | CURRENT YEAR: 2020 | 6/5/2023

TIME PERIOD: PM ANALYSIS YEAR: 2028

GROWTH RATE: 0.58% PSF: 1.03

SIGNAL ID: 35810

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	1	1	0	0	1	2	1	0	2
Tonset Property	5	0	0	0	0	8	0	8	0	4	4
APEC Petroleum	0	6	0	6	6	5	0	0	6	5	0
Boutwell Road Apartments	0	11	0	7	7	7	0	0	11	11	0
Lake Worth Middle School	0	4	0	2	4	1	0	0	2	0	0
Residences at Lake Worth	0	0	5	3	0	0	3	3	2	0	5
Lantana Airport SDA1	0	0	8	0	0	0	22	28	0	0	10
East Parcel Annex	0	0	25	25	0	0	27	27	27	0	25
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	6	6	0	6	4	0	0	12	8	0	9
Waterside Plaza	0	1	0	1	1	1	0	0	1	1	0
Mid-County Center	1	1	0	2	1	0	0	4	4	0	2
Soma Medical Center	0	0	4	4	0	0	2	2	2	0	4
Lantana Airport SDA2	0	0	2	0	0	0	5	7	0	0	2
Forest Hill / Congress Pharmacy	3	0	0	0	0	3	0	5	0	3	5
Walmart-Palm Springs	0	24	0	16	25	13	0	0	15	12	0
Golden Roads Apartments	0	9	0	5	5	5	0	0	9	9	0
Palm Springs Park of Commerce	0	0	0	0	0	0	1	0	1	0	0
AutoZone #6361	5	0	0	0	0	5	0	5	0	6	6
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	6	26	5	21	16	12	3	15	30	20	14
Total Committed Non-Residential	13	36	39	56	37	32	57	82	58	31	58
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	13	36	39	56	37	32	57	82	58	31	58
Historical Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Comm Dev+1% Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	1	1	0	0	1	2	1	0	2

M	N	O
Right 0% 0		
	Type	% Complete
0	NR	81%
6	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
1	NR	50%
0	NR	75%
0	Res	0%
1	NR	0%
0		
10		
7		
0		
0		
0		
0		
0		
0		

Right		
0%		
0		
	Type	% Complete
0	NR	81%
3	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
3	NR	50%
0	NR	75%
0	Res	0%
0	NR	75%
6	NR	0%
0		
4		
14		
0		
14		

0
0
0
0

A	B	C	D	E	F	G	H	I	J	K

Input Data

E-W Street: 10th Ave N
N-S STREET: Florida Mango Rd
TIME PERIOD: AM
GROWTH RATE: 1.18%
SIGNAL ID: 35820

COUNT DATE: 11/26/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2028
PSF: 1.04

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	183	1065	15	16	757	156	24	11	21	203
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	190	1108	16	17	787	162	25	11	22	211
Committed Developments										
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	11	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	15	0	0	31	10	0	0	0	5
Lake Worth Middle School	0	14	0	0	11	2	0	0	0	2
The Village at Lake Worth	0	0	0	0	1	1	0	0	0	0
Residences at Lake Worth	0	3	0	0	1	0	0	0	0	0
Mid-County Center	0	2	0	0	3	0	0	0	0	0
Lake Worth Corners	1	1	0	0	5	0	0	0	0	0
Walmart-Palm Springs	1	10	0	0	11	0	0	0	0	0
Golden Roads Apartments	0	7	0	0	28	9	0	0	0	2
Total Committed Developments	3	72	0	0	112	22	0	0	0	9
Total Committed Residential	1	26	0	0	66	20	0	0	0	7
Total Committed Non-Residential	2	46	0	0	46	2	0	0	0	2
Double Count Reduction	0	7	0	0	9	0	0	0	0	0
Total Discounted Committed	3	65	0	0	103	22	0	0	0	9
Historical Growth	24	138	2	2	98	20	3	1	3	26
Comm Dev+1% Growth	23	181	2	2	185	39	3	1	2	31
Growth Volume Used	24	181	2	2	185	39	3	1	3	31
Total Volume	214	1289	18	19	972	201	28	12	25	242

Input Data

E-W Street: 10th Ave N
N-S STREET: Florida Mango Rd
TIME PERIOD: PM
GROWTH RATE: 1.18%
SIGNAL ID: 35820

COUNT DATE: 11/26/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2028
PSF: 1.04

Intersection Volume Development

Eastbound	Westbound	Northbound	

	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	320	866	21	31	1267	276	33	5	11	179
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	333	901	22	32	1318	287	34	5	11	186
Committed Developments										
WAWA - SEC 10th and Military Trail	0	7	0	0	7	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	10	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	33	0	0	22	7	0	0	0	11
Lake Worth Middle School	0	4	0	0	4	1	0	0	0	0
The Village at Lake Worth	0	1	0	0	1	0	0	0	0	1
Residences at Lake Worth	0	2	0	0	3	0	0	0	0	0
Mid-County Center	0	3	0	0	2	0	0	0	0	0
Lake Worth Corners	4	8	0	0	6	0	0	0	0	0
Walmart-Palm Springs	3	51	0	0	48	0	0	0	0	0
Golden Roads Apartments	0	28	0	0	15	5	0	0	0	9
Total Committed Developments	8	148	0	0	120	13	0	0	0	21
Total Committed Residential	4	72	0	0	47	12	0	0	0	21
Total Committed Non-Residential	4	76	0	0	73	1	0	0	0	0
Double Count Reduction	1	15	0	0	12	0	0	0	0	0
Total Discounted Committed	7	133	0	0	108	13	0	0	0	21
Historical Growth	41	112	3	4	164	36	4	1	1	23
Comm Dev+1% Growth	42	227	2	3	246	43	4	1	1	40
Growth Volume Used	42	227	3	4	246	43	4	1	1	40
Total Volume	375	1128	25	36	1564	330	38	6	12	226

L	M	N	O

Report Created
6/6/2023

Southbound	
Thru	Right
7	250
0%	0%
7	260

		Type	% Complete
0	0	NR	Expired
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	Expired
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	2	Res	0%
0	1	NR	Expired
0	0	Res	0%
0	4		
0	2		
0	2		
0	0		
0	4		

1	32
1	31
1	32
8	292

Report Created
6/6/2023

Southbound

Thru	Right		
7	301		
0%	0%		
7	313		
		Type	% Complete
0	0	NR	0%
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	77.20%
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	3	Res	0%
0	3	NR	75%
0	0	Res	0%
0	7		
0	3		
0	4		
0	1		
0	6		
1	39		
1	39		
1	39		
8	352		

A	B	C	D	E	F	G	H	I	J	K

Input Data

E-W Street:	Forest Hill Blvd	COUNT DATE:	5/13/2019
N-S STREET:	Florida Mango Rd	CURRENT YEAR:	2019
TIME PERIOD:	AM	ANALYSIS YEAR:	2028
GROWTH RATE:	0.87%	PSF:	1.03
SIGNAL ID:	33510		

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	118	1750	95	133	1122	87	122	215	334	210
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	122	1803	98	137	1156	90	126	221	344	216
Committed Developments										
Summit/Congress Plaza	0	0	0	0	0	0	0	0	0	0
Circus Trix	0	0	0	0	0	0	0	0	0	0
Boutwell Road Apartments	0	0	2	3	0	0	3	0	5	0
Lake Worth Middle School	0	0	2	2	0	0	2	0	2	0
CHS Properties	0	0	0	0	0	0	0	0	0	0
2773 Public Charter School	0	0	0	0	0	0	0	0	0	0
Walmart-Palm Springs	0	0	0	0	0	0	0	0	0	0
Forest Hill / Congress Pharmacy	0	0	0	0	0	0	0	0	0	0
Golden Roads Apartments	0	0	1	1	0	0	5	0	5	0
Congress Center	0	0	0	0	0	0	0	0	0	0
Total Committed Developments	0	0	5	6	0	0	10	0	12	0
Total Committed Residential	0	0	3	4	0	0	8	0	10	0
Total Committed Non-Residential	0	0	2	2	0	0	2	0	2	0
Double Count Reduction	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	5	6	0	0	10	0	12	0
Historical Growth	10	146	8	11	94	7	10	18	28	18
Comm Dev+1% Growth	11	169	14	19	108	8	22	21	44	20
Growth Volume Used	11	169	14	19	108	8	22	21	44	20
Total Volume	133	1972	112	156	1264	98	148	242	388	236

Input Data

E-W Street:	Forest Hill Blvd	COUNT DATE:	5/13/2019
N-S STREET:	Florida Mango Rd	CURRENT YEAR:	2019
TIME PERIOD:	PM	ANALYSIS YEAR:	2028
GROWTH RATE:	0.87%	PSF:	1.03
SIGNAL ID:	33510		

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left

Existing Volume	99	1070	140	205	1334	113	147	149	129	99
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	102	1102	144	211	1374	116	151	153	133	102
Committed Developments										
Summit/Congress Plaza	0	7	0	0	7	0	0	0	0	0
Circus Trix	0	8	1	0	8	0	1	0	0	0
Boutwell Road Apartments	0	0	3	6	0	0	2	0	4	0
Lake Worth Middle School	0	0	0	0	0	0	1	0	1	0
CHS Properties	0	2	0	0	2	1	0	0	0	1
2773 Public Charter School	0	0	0	0	0	1	0	1	0	1
Walmart-Palm Springs	0	3	0	3	3	0	0	0	3	0
Forest Hill / Congress Pharmacy	3	8	3	0	7	0	3	0	0	0
Golden Roads Apartments	0	0	5	5	0	0	3	0	3	0
Congress Center	0	3	0	0	3	0	0	0	0	0
Total Committed Developments	3	31	12	14	30	2	10	1	11	2
Total Committed Residential	0	0	8	11	0	0	5	0	7	0
Total Committed Non-Residential	3	31	4	3	30	2	5	1	4	2
Double Count Reduction	0	0	1	1	0	0	1	0	1	0
Total Discounted Committed	3	31	11	13	30	2	9	1	10	2
Historical Growth	8	89	12	17	111	9	12	12	11	8
Comm Dev+1% Growth	13	134	24	33	159	13	23	15	22	12
Growth Volume Used	13	134	24	33	159	13	23	15	22	12
Total Volume	115	1236	168	244	1533	129	174	168	155	114

L	M	N	O

Report Created
6/6/2023

Southbound	
Thru	Right
183	172
0%	0%
188	177

		Type	% Complete	
0	0	NR	Expired	
0	0	NR	Expired	
0	0	Res		0%
0	0	NR	Expired	
0	0	NR		82%
0	0	NR	Expired	
0	0	NR	Expired	
0	0	NR	Expired	
0	0	Res		0%
0	0	NR	Expired	
0	0			
0	0			
0	0			
0	0			
0	0			

15	14
18	17
18	17
206	194

Report Created
6/6/2023

Southbound	
Thru	Right

135	96		
0%	0%		
139	99		
		Type	% Complete
0	0	NR	68.75%
0	0	NR	25%
0	0	Res	0%
0	0	NR	77.20%
0	0	NR	72%
1	0	NR	75%
0	0	NR	75%
0	3	NR	50%
0	0	Res	0%
0	0	NR	0%
1	3		
0	0		
1	3		
0	0		
1	3		

11	8
14	12
14	12
153	111

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9301 CEN.-W OF US1 TO SR7

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	0.98	1.02
2	01/02/2022 - 01/08/2022	1.00	1.04
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.00	1.04
5	01/23/2022 - 01/29/2022	0.99	1.03
* 6	01/30/2022 - 02/05/2022	0.97	1.01
* 7	02/06/2022 - 02/12/2022	0.96	1.00
* 8	02/13/2022 - 02/19/2022	0.95	0.99
* 9	02/20/2022 - 02/26/2022	0.95	0.99
*10	02/27/2022 - 03/05/2022	0.95	0.99
*11	03/06/2022 - 03/12/2022	0.95	0.99
*12	03/13/2022 - 03/19/2022	0.95	0.99
*13	03/20/2022 - 03/26/2022	0.95	0.99
*14	03/27/2022 - 04/02/2022	0.96	1.00
*15	04/03/2022 - 04/09/2022	0.96	1.00
*16	04/10/2022 - 04/16/2022	0.96	1.00
*17	04/17/2022 - 04/23/2022	0.97	1.01
*18	04/24/2022 - 04/30/2022	0.97	1.01
19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.03	1.07
24	06/05/2022 - 06/11/2022	1.04	1.08
25	06/12/2022 - 06/18/2022	1.06	1.10
26	06/19/2022 - 06/25/2022	1.07	1.11
27	06/26/2022 - 07/02/2022	1.08	1.13
28	07/03/2022 - 07/09/2022	1.08	1.13
29	07/10/2022 - 07/16/2022	1.09	1.14
30	07/17/2022 - 07/23/2022	1.08	1.13
31	07/24/2022 - 07/30/2022	1.07	1.11
32	07/31/2022 - 08/06/2022	1.05	1.09
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.03	1.07
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.01	1.05
41	10/02/2022 - 10/08/2022	0.99	1.03
42	10/09/2022 - 10/15/2022	0.97	1.01
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	1.00	1.04
46	11/06/2022 - 11/12/2022	1.01	1.05
47	11/13/2022 - 11/19/2022	1.02	1.06
48	11/20/2022 - 11/26/2022	1.01	1.05
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.98	1.02
52	12/18/2022 - 12/24/2022	1.00	1.04
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

COUNTY: 93
STATION: 0170
DESCRIPTION: 10 AVE/LAKE WORTH - W OF SR 9/I-95 (COUNTY LINK: 4
START DATE: 10/05/2022
START TIME: 0000

	DIRECTION: E					DIRECTION: W					COMBINED
TIME	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL	TOTAL
0000	32	22	31	25	110	60	52	37	30	179	289
0100	25	21	21	21	88	35	33	28	18	114	202
0200	14	19	17	9	59	22	22	20	19	83	142
0300	17	16	24	25	82	17	16	23	16	72	154
0400	24	41	45	60	170	16	19	24	38	97	267
0500	80	107	191	180	558	51	43	76	114	284	842
0600	256	363	409	367	1395	152	184	217	295	848	2243
0700	407	443	399	391	1640	276	285	333	360	1254	2894
0800	404	429	411	334	1578	278	319	292	333	1222	2800
0900	351	326	317	322	1316	287	281	253	279	1100	2416
1000	295	313	307	296	1211	284	268	290	270	1112	2323
1100	306	304	316	291	1217	301	281	311	303	1196	2413
1200	340	343	349	286	1318	288	314	310	301	1213	2531
1300	298	338	301	362	1299	311	304	303	308	1226	2525
1400	313	329	326	360	1328	315	313	329	297	1254	2582
1500	315	342	364	392	1413	345	350	370	397	1462	2875
1600	427	337	415	401	1580	372	380	365	397	1514	3094
1700	460	368	351	353	1532	199	143	85	275	702	2234
1800	336	383	318	332	1369	261	324	340	347	1272	2641
1900	299	291	262	258	1110	294	279	297	276	1146	2256
2000	241	198	222	187	848	254	231	232	212	929	1777
2100	176	169	171	151	667	157	210	189	179	735	1402
2200	143	126	125	108	502	147	150	155	119	571	1073
2300	85	80	65	44	274	98	91	100	69	358	632
24-HOUR TOTALS:					22664					19943	42607

PEAK VOLUME INFORMATION

	DIRECTION: E		DIRECTION: W		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	700	1640	730	1290	730	2913
P.M.	1630	1644	1530	1519	1600	3094
DAILY	1630	1644	1530	1519	1600	3094

TRUCK PERCENTAGE 8.20 6.99 7.63

CLASSIFICATION SUMMARY DATABASE

DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK	TOTVOL
E	454	15525	3763	102	1479	99	16	57	73	5	5	15	7	0	1064	1858	22664
W	169	14819	2945	79	737	162	203	52	86	24	5	38	9	0	615	1395	19943

GENERATED BY SPS 5.0.0.61

PSCF = 1.03

AM

EB = 1640 x 1.03 = 1,689

WB = 1290 x 1.03 = 1,329

PM

EB = 1644 x 1.03 = 1639

WB = 1519 x 1.03 = 1565

Good Morning,

This project is located on the south side of Lake Worth Drainage Districts (LWDDs) L-10 Canal and is not adjacent. COMMENT

LWDD has no objection to the certification of this project. COMMENT

Thank you,

Margie Illsley

Margie Illsley | Right-of-Way Specialist
Lake Worth Drainage District **l** 13081 S. Military Trail **l** Delray Beach, FL 33484
Main Number– 561.498.5363 **l** Toll Free 1.844.306.5933 **l** Fax – 561.495.9694
www.lwdd.net **l**

Please consider the environment before printing this email.

Master Sign Plan

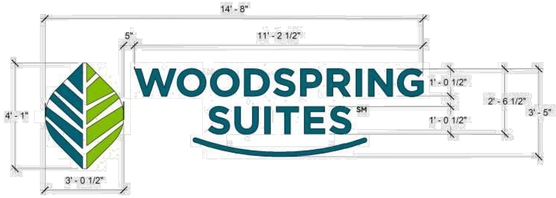
Type of Sign	Tract 1	Tract 2	Tract 3	Lot 1 (existing)
Monument	2 signs Internally located One- 337’ & 2 -175’ setback Both 8’ height Both 32 sq.ft.	1 sign 21’ setback 8’ height 70 sq.ft.	1 sign 18’ setback 8’ maximum height 100 sq.ft. maximum	2 9’ & 12’ setback 7’ height & 8’ height 50 sq.ft.
Wall (south)	2 signs 60 sq.ft. & 2- 71 sq.ft.	1 sign 60 sq.ft.	1 sign 38 sq.ft.	1 sign 36.87 sq.ft.
Wall (north)	2 signs 60 sq.ft. & 2- 71 sq.ft.	2 signs 1- 60 sq.ft. & 2- 26 sq.ft.	no	1 sign 25.61 sq.ft.
Wall (east)	2 signs 1- 150 sq.ft. & 2 – 88 sq.ft.	1 sign 36 sq.ft.	no	1 sign 60 sq.ft.
Wall (west)	2 signs 1- 150 sq.ft. & 2 – 88 sq.ft.	1 sign 60 sq.ft.	no	1 sign 60 sq.ft.
Menu board	no	2 static digital menu board 5’ height 20 sq.ft. each	no	No



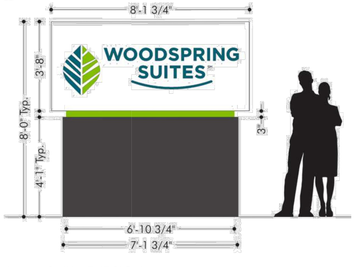
A WALL SIGN - EAST/WEST
WOODSPRING SUITES

MONUMENT SIGN REQUIREMENTS TABLE						
	REQUIRED SETBACK	PROVIDED SETBACK	MAX HEIGHT	PROVIDED HEIGHT	REQUIRED SIGN AREA	PROVIDED SIGN AREA
SIGN C	MORE THAN 20'	337'	10'	8'	100 SF	32 SF
SIGN D	11'-20'	18'	10'	8'	100 SF	--
SIGN H	MORE THAN 20'	175'	10'	8'	100 SF	32 SF
SIGN I	MORE THAN 20'	21'	10'	8'	120 SF	70 SF

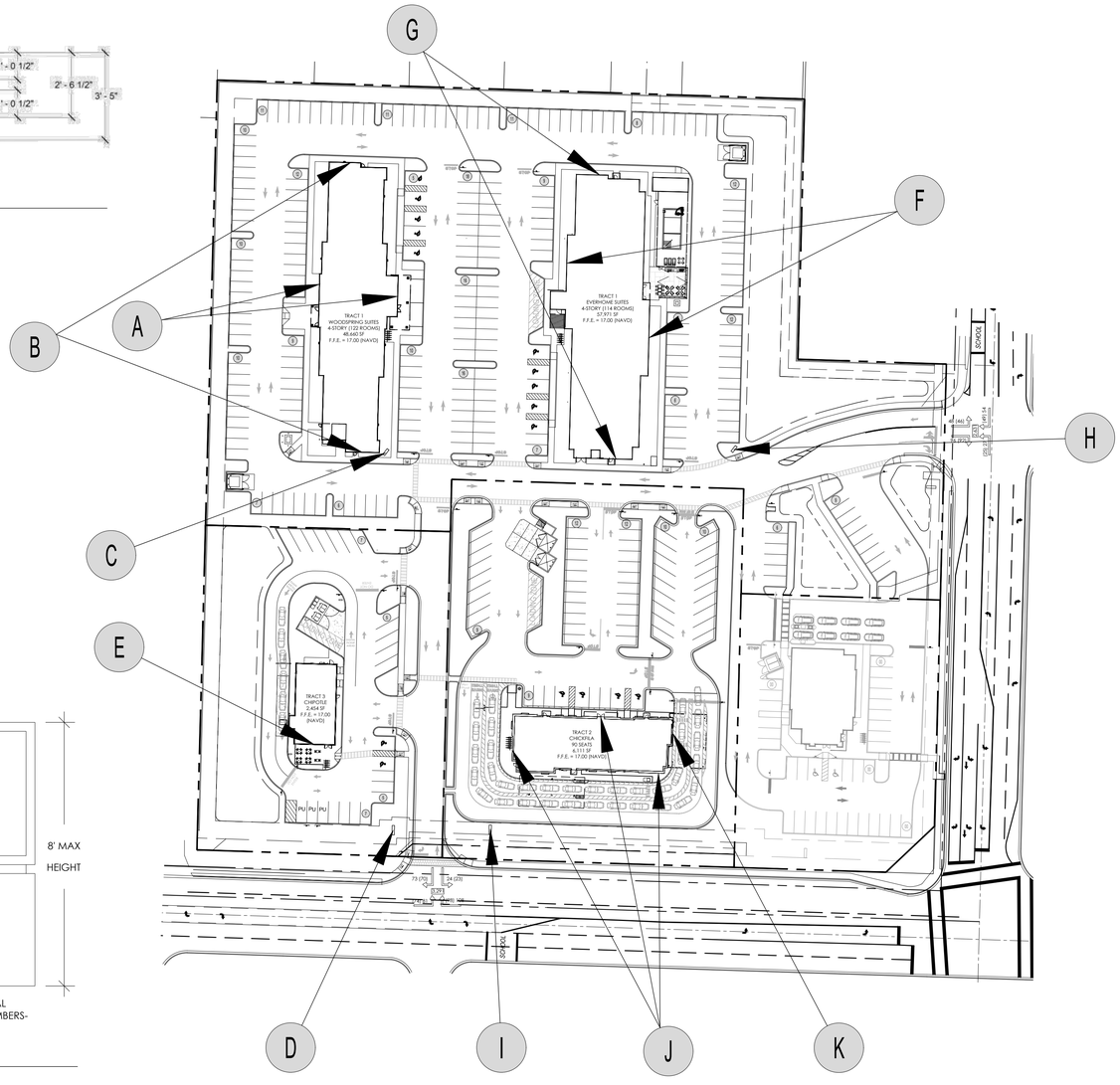
NOTES:
-See Landscape Plans for monument sign plantings.

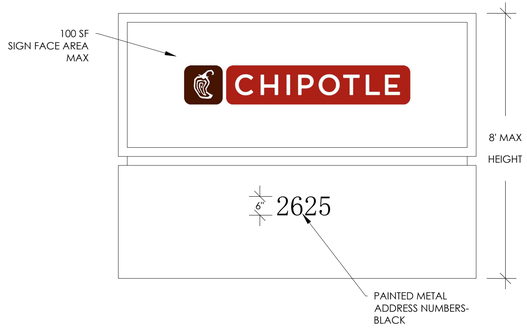


B WALL SIGN - NORTH/SOUTH
WOODSPRING SUITES

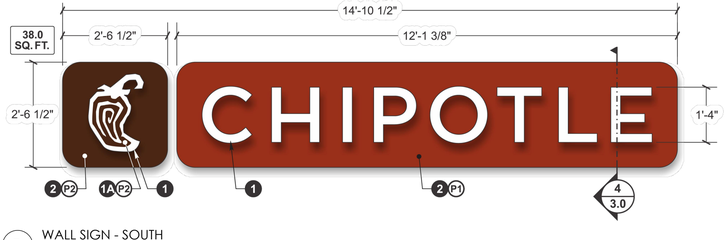


C MONUMENT SIGN
WOODSPRING SUITES





D MONUMENT SIGN - FINAL DESIGN TBD
CHIPOTLE



E WALL SIGN - SOUTH
CHIPOTLE

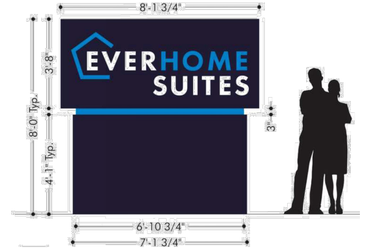
WALL SIGN REQUIREMENTS TABLE					
	BUILDING HEIGHT	PRIMARY FRONTAGE SF REQUIRED	PRIMARY FRONTAGE SF PROVIDED	SECONDARY FRONTAGE SF REQUIRED	SECONDARY FRONTAGE SF PROVIDED
SIGN A	MORE THAN 20'	216 SF	88 SF	-	-
SIGN B	MORE THAN 20'	-	-	108 SF	60 SF
SIGN E	MORE THAN 20'	91 SF	38 SF	-	-
SIGN F	MORE THAN 20'	350 SF	150 SF	-	-
SIGN G	MORE THAN 20'	-	-	75 SF	71 SF
SIGN J	MORE THAN 20'	88 SF	60 SF	-	-
SIGN K	MORE THAN 20'	-	-	44 SF	36 SF



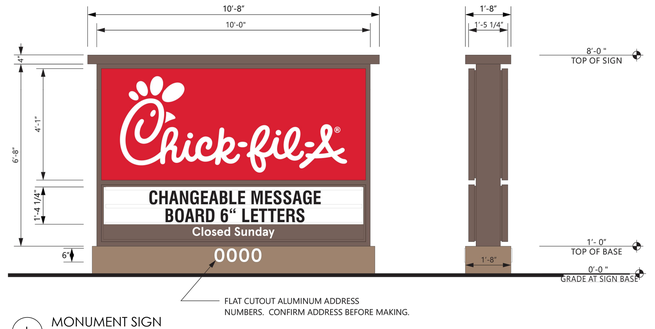
F WALL SIGN - EAST/WEST
EVERHOME SUITES



G WALL SIGN - NORTH/SOUTH
EVERHOME SUITES



H MONUMENT SIGN
EVERHOME SUITES



I MONUMENT SIGN
CHICK FIL A



J WALL SIGN - NORTH/SOUTH/WEST
CHICK FIL A



K WALL SIGN - EAST
CHICK FIL A

LOCATION MAP



insite studio
planning + landscape architecture
3601 PGA Blvd, Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License # LC26000606

Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

VILLAGE COLLECTION OF PALM SPRINGS
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

NORTH
0 30' 60' 120'
SCALE: 1" = 60'-0"

Drawn By: JG
Drawing #: 1034
Date: 11/06/2023

MASTER SIGN PLAN

SHEET # MSP.1

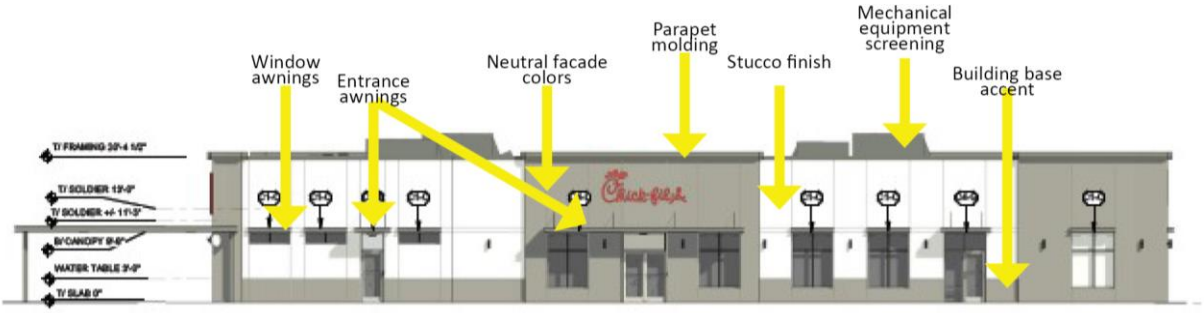
Consistency with Sec. 34-1366 Building Design Guidelines (Chick-fil-A & Chipotle)



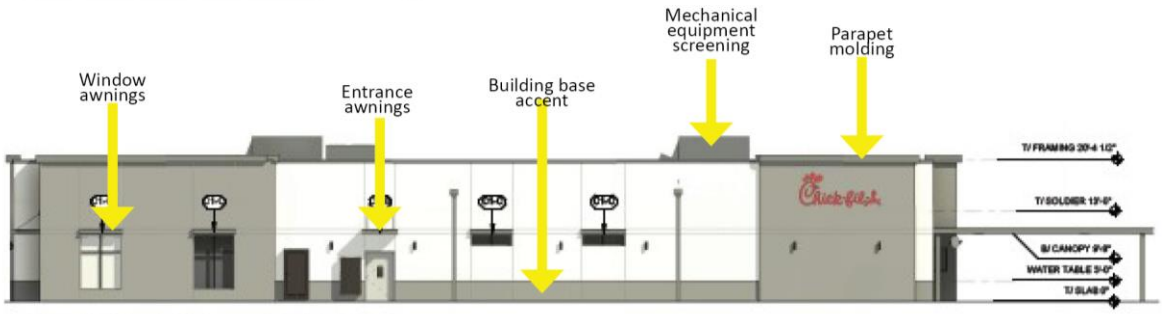
Currently, the site consists of a newly constructed 4,081 SF Chase Bank which was approved by Resolution 2017-26. The applicant has requested an Overall Site Plan Amendment to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137). Concurrently, the applicant has requested a Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 2 and Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 3. Upon approval, these requests will allow the construction of a 6,111 square foot Chick-fil-A building and a 2,454 square foot Chipotle building.

In order to maintain architectural consistency, cohesion, and compatibility within the development, the application has proposed similar architectural elements and design patterns between all parcels. The proposed plans reflect features that complement the existing Chase bank on the property. The Chick-Fil-A will provide the following architectural design elements:

- Providing earth tone, neutral color palette on the building facades, compatible with surrounding buildings
- Window awnings
- Stucco finish
- Covered entrance awnings
- Accent colors to create depth and variation in the façade
- Parapet molding
- Building base accent
- Mechanical equipment screening



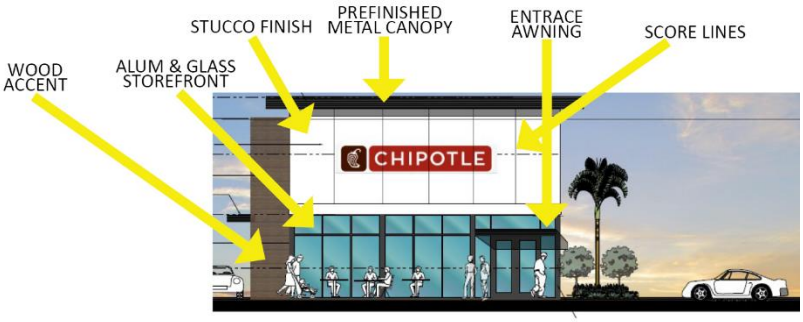
EXTERIOR ELEVATION (NORTH)

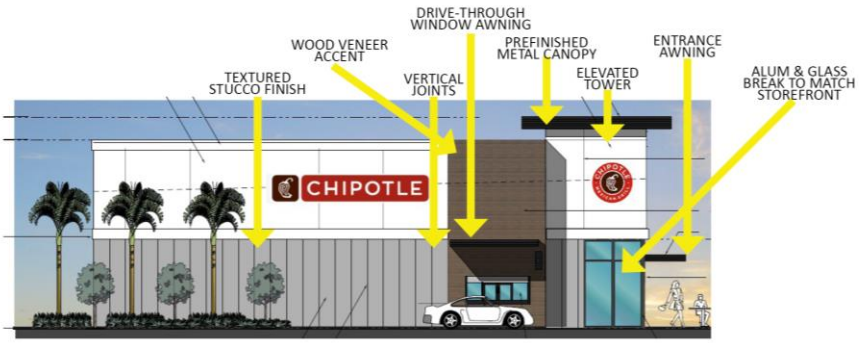


EXTERIOR ELEVATION (SOUTH)

The Chipotle design will provide the following architectural design elements:

- Earth tone, neutral color palette
- Stucco finish
- Covered entrance awning
- Drive-through window awning
- Elevated entrance tower
- Aluminum and glass storefront
- Prefinished metal roof canopy
- Vertical joints for façade variation

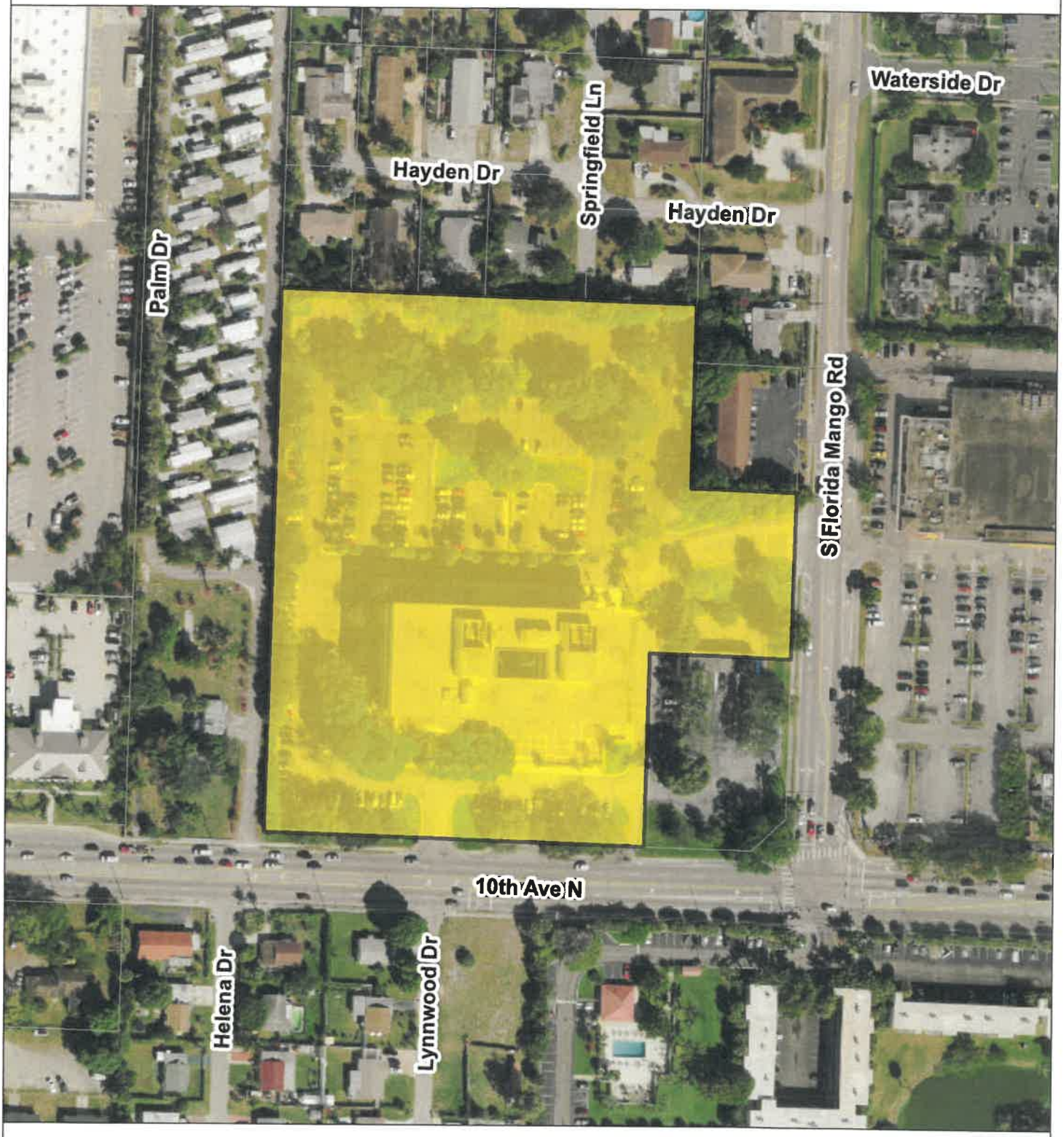




The proposed plan will create a balance of land uses, which complements the surrounding area. The petitioner has provided Landscape Enhancements, illustrated in the Landscape Plan provided. The proposed landscape improvements, architectural enhancements, and internal walkways shall promote cohesivity and interconnectedness between the existing and proposed uses.

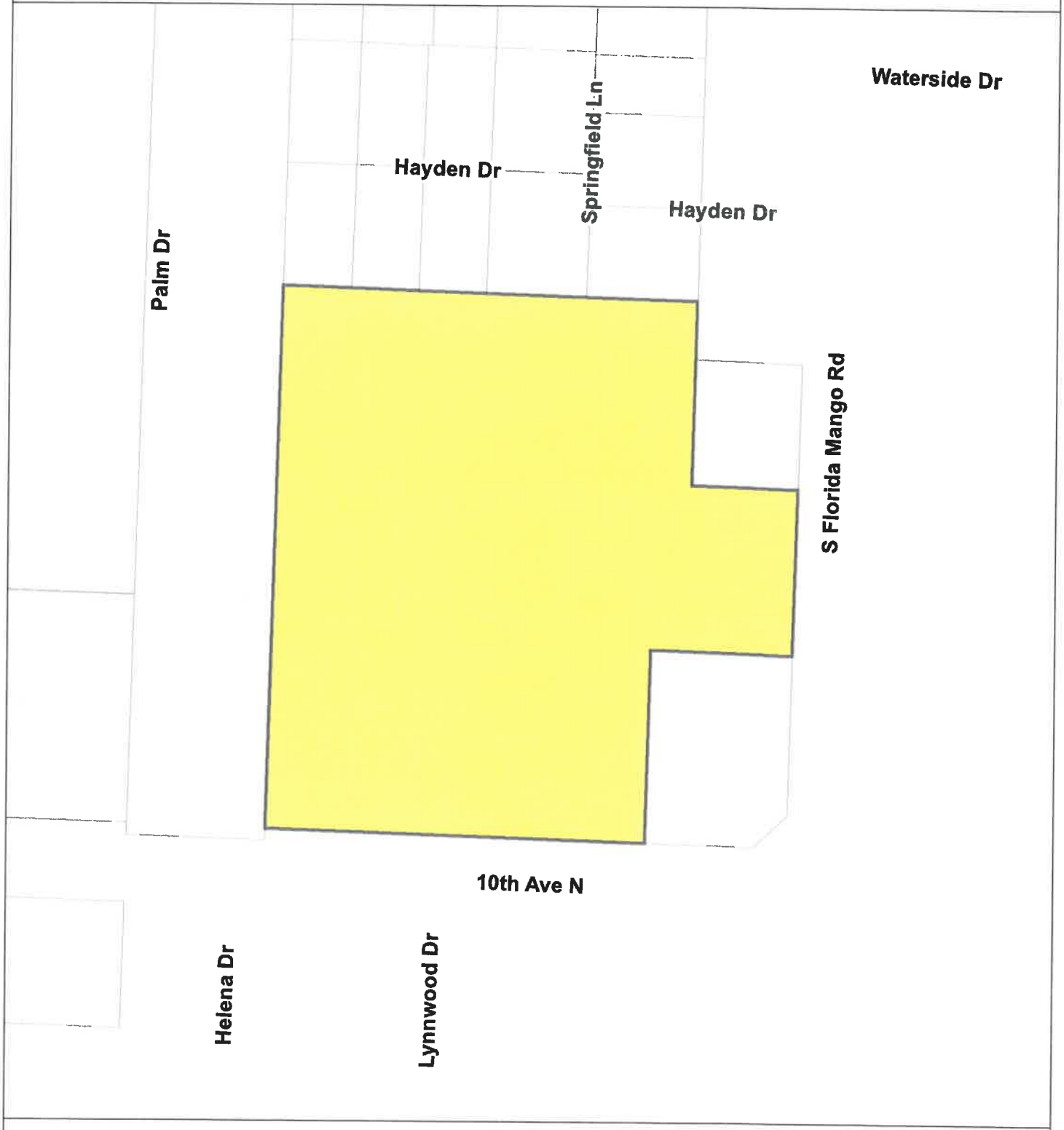
VILLAGE OF PALM SPRINGS

10th & Mango -Master Plan



VILLAGE OF PALM SPRINGS

10th & Mango -Master Plan



Date: 10/31/2023

Village of Palm Springs

Staff Report

AGENDA DATE: December 14, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #18: Site Development Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) - Chick Fill A - 2625 10th Avenue North (Tract 2)

SUMMARY: Insite Studio, agent for 10th Avenue Partnership LTD ("Applicant") is requesting a Site Development Plan Amendment (SPR23-12) and Special Exception (PSSE23-06) approval to allow the construction of a 6,111 square feet restaurant building with a double drive-thru called Chick-Fil-A, at 2625 10th Avenue North.

On January 9, 2020, the Village's Council approved, under Resolution 2020-02, a Site Plan and concurrently a Special Exception Use to permit the construction of a 5,411 square feet convenience store building with an 8,613 square feet canopy accommodating twenty (20) fueling stations. The approvals for the property were extended through statutory extensions until November 5, 2024, when all building permit applications must be filed.

The applicant is requesting a Site Plan Amendment and Special Exception Use with one variance (within a Commercial Planned Development) to allow the construction of a 6,111-square-foot restaurant building with a double drive-thru on the 1.81-acre undeveloped property. The proposed site plan includes longer stacking to avoid negative impacts on the roadway system and/or main drive aisles, directional signage, and enhanced landscaped buffers.

As part of the proposed Site Plan Amendment, the applicant is requesting a separate consideration from the Village's Council:

1) **PSV23-17** - A variance relief from Section 34-891(1) to allow the restaurant to start operations one (1) hour earlier (6:00 a.m.) rather than 7:00 a.m. as required by code.

Staff found the proposed Special Exception Use to be generally consistent with the goals, objectives, and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

The Planning and Zoning Board considered this application during their November 14, 2023, meeting and recommended approval.

The Planning, Zoning, and Building staff do not object to the proposed project and recommend conditional approval to facilitate the redevelopment of the property.

FISCAL IMPACT:
The proposed project will enhance the area and expects to enhance the Village's assessed property valuation.

ATTACHMENTS:
1. Exhibit "A" Staff Report
2. Project Narrative
3. Site Plan, Landscape Plans, Engineering Plans and Letters
4. Color Rendering
5. Aerial and Location Maps

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Plan Amendment – 2625 10th Avenue North- Chick-Fill-A Site plan

Application Summary			
Applicant / Petitioner	Insite Studio	**Submittal Date**	09/29/2023
Reference Name	Chik-Fil-A	**Case Number**	**SPR23-12, PSSE23-06, PSV23-17**
		Parcel Control No	70-43-44-20-40-002-0000
Location	2625 10th Avenue North (Tract 2)	**Site Area**	±1.81 gross acres
P&Z Bd Meeting	November 14, 2023	**Council Meeting**	December 14, 2023
Requests			
Proposed Use(s)	Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 6,111 square feet restaurant with a double drive thru.		
Number of buildings	1 building 6,111 SF		
Variances	**COUNCIL CONSIDERATION:** **PSV23-17** Requesting a Variance relief from Section 34-891(1) to allow business operation to commence at 6:00 am (1 hour earlier) rather than 7:00 am as required by code. Proposed hours of operations are from 6:00 am and 10:00 pm.		

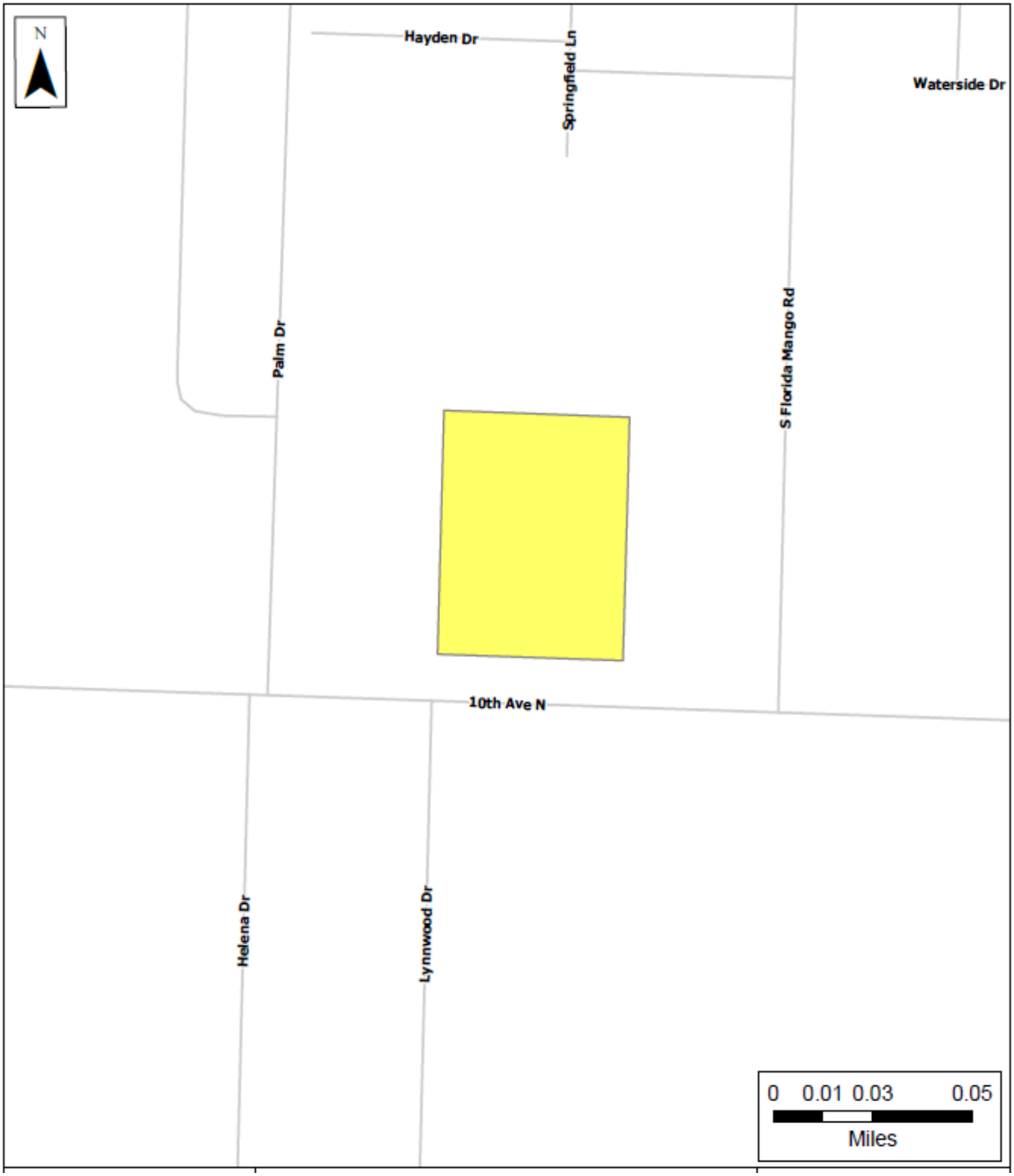
Setbacks		
Direction	**Proposed**	**Required**
North (rear)	195’	20’
South (front)	74’	50’
East (side)	54’	15’
West (side)	57’	15’

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Parking	1/ 3 seats @ 90 Seats **Total of 30 parking needed**	**Total of 63 parking spaces**	Yes

Site Characteristics			
Existing Use	Vacant lot	**Proposed Use**	New restaurant.
Existing Zoning	Commercial General (CG)	**Existing Future Land Use**	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Commercial	Commercial	Commercial General (CG)
South	Residential uses & Vacant Lot	Unknown Unincorporated PBC & Medium Density Residential	Unknown Unincorporated PBC & Residential Multi-family (RM)
East	Chase Bank	Commercial	Commercial General (CG)
West	Vacant	Commercial	Commercial General (CG)

Recommendation
Planning, Zoning & Building Staff recommends conditional approval of the proposed Site Plan Amendment, Special Exception Use and Hours of Operation Variance for the construction of 6,111 square foot restaurant with double drive thru and an indoor dining area with a maximum of 90 seats as depicted on the proposed site plan.



I. Site History

- Ordinance 2010-02: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on February 11, 2010 and designated with the Land Development as Commercial General zoning districts and Future Land Use Commercial.

- Resolution 2017-26: Site Plan and Special Exception Use

On August 10, 2017 the Village's Council approved a Site Plan and Concurrently a Special Exception Use to redevelop the site by demolishing the existing bank drive-through and constructing a freestanding 4,081 square feet Chase Bank Branch with two lanes drive-through ATM with by-pass lane.

- Resolution 2018-22: Plat

The Village's Council approved on July 12, 2018 under above resolution, a final plat application to subdivide the 8.6 acre property at the northwest corner of the 10th Avenue North and Florida Mango Road to create a separate lot for Chase Bank building, the boundaries of the second lot created coincided with those of the special exception/site plan approved under Resolution 2017-26.

- Resolution 2020-01: Master Site Development Plan

The Village's Council approved on January 9, 2020, under above resolution, a Master Site Development Plan to allow the demolition of the existing 4-story commercial office building and redevelop the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres).

- Resolution 2020-02: Site Development Plan and Special Exception Use and Three Variances

The Village's Council approved on January 9, 2020, under above resolution, a Site Plan Amendment and concurrently a Special Exception Use to permit the construction of 5,411 square feet convenience store building with 8,613 square feet canopy accommodating twenty (20) fueling stations, within 1.81 acres (Tract 2 of the Commercial Planned Development), located directly west of the new Chase Bank building.

- Resolution 2020-14: Plat

The Village's Council approved on May 14, 2020 under above resolution, a final plat application to re-plat the property to be consistent with the approved commercial planned development master plan (approved under Resolution 2020-01), and subdividing the property into three (3) separate parcels to enable the properties to be conveyed to future purchasers as legal lots of records.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed site development plan for the construction of a new restaurant is permitted as special exception use and is generally consistent with goals, objectives, and policies of the Village's Comprehensive Plan.

III. Variances Requested

Village Council Consideration

The applicant is seeking the following variance:

- **PSV23-17** Requesting a Variance relief from Section 34-891(1) to allow business operation to commence at 6:00 am (1 hour earlier) instead of 7:00 am required by code.

The applicant's full justification is hereto:

a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.

The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-thru use. Nearby businesses such as Dunkin Donuts, WAWA, and McDonalds are open 24 hours Typical operation hours for this franchise are from 6 A.M. to 10 P.M.

b. That the special conditions and circumstances do not result from the actions of the applicant.

According to the Bureau of US Labor Statistics, about 29 percent of workers were on the clock at 7 a.m. These early risers often have long commutes. Residents want their breakfast on the way to work. Chick-Fil-A does not determine when workers commute to work.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.

Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-thru use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district. Nearby restaurants and coffee shops such as Dunkin Donuts, WAWA and McDonalds are open 24 hours. Chick-Fil-A is only requesting operating hours of 6:00 a.m. to 10:00 p.m. This request does not confer any special privileges.

d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chik-fil-A restaurant would not be able to operate its standard franchise hours without a variance. Chick-Fil-A is only requesting to commence one hour earlier.

e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Granting the variance will be in harmony with the general intent and purpose of this chapter.

g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. The public will enjoy a safe and welcoming Chick-Fil-A breakfast experience. Our customers enjoy

quality service, an inviting atmosphere, and an exceptional food and beverage.

Staff does not object to the applicant's request, based on the applicant intent to provide more alternatives to residents and customers who consumed breakfast on their way to work early in the morning. Staff found the variance to be in harmony with the general intent of the Village Code and will no create conflicts from the use or granting of the variance to commence business operation one hour (1 hr.) ahead of what is permitted.

IV. Neighborhood Compatibility

1) The proposed project is located on the northwest corner of 10th Avenue North and South Florida Mango Road.
2) An existing shopping center is located on the east side of the property with several different retails, offices and restaurants establishments occupying the suites.
3) Surrounding properties are generally residential use.
4) The proposed restaurant is permitted as special exception use within the Commercial General zoning district.
5) The proposed project is on one of the most important corridors within the Village limits, 10th Avenue North, that connects East and West portions of the surrounding cities.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
  1) Proposed project plan generally meets required site development regulations.
  2) Proposed Site Plan shall receive the TPS approval letter from Palm Beach County.
  3) An 11' wide right-of-way shall be dedicated to Palm Beach County.
  4) A right-of way construction permit is required to be obtained with PBC.
  5) Existing eastern egress driveway on 10th Ave North shall be eliminated during the site improvement permit.
  6) A westbound right-turn lane at the project driveway on 10th Avenue shall be constructed by the PBC standards.
  7) Permits from all applicable permitting agencies, including but not limited to Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs are required prior to construction.
  8) Civil/Utility plans shall be approved by the Village's Engineer.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on November 8, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 3, 2023.
- Legal advertisement was published in the paper on November 2, 2023.
- Staff has not received any inquiries or comments as a result of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on September 29, 2023 depicts the following:

- An application submitted for a Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 6,111 square feet restaurant.
  1. Site Plan dated received September 29, 2023 revised and resubmitted on November 6, 2023.

2. Landscape plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
3. Engineering plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
4. Architectural plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
5. Photometric plan.
6. Boundary survey.
7. Project narrative and justification statements.
8. Traffic study.

IX Recommendation

The 1.81 acres property is located on the north side of 10th Avenue North and west of Florida Mango Road. The applicant is proposing a Site Development Plan Amendment (within a Commercial Planned Development) and concurrently requesting a Special Exception Use with one Variance to allow the construction of 6,111 square feet restaurant building.

On January 9, 2020, the Village's Council approved, under Resolution 2020-02, a Site Plan and concurrently a Special Exception Use to permit the construction of 5,411 square feet convenience store building with 8,613 square feet canopy accommodating twenty (20) fueling stations. The approvals for the property were extended thought statutory extensions until November 5, 2024 which all building permit applications must be filed.

Currently, the applicant is requesting a site plan amendment and special exception use with one variance to allow the construction of 6,111 square feet restaurant building with a double drive thru. The proposed site plan includes creating longer stacking to avoid negative impact into the roadway system and/or main drive aisles, directional signage and enhanced landscaped buffers.

Staff has found the proposed Special Exception use to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use, Site Plan Amendment and a Variance subject to the following thirty-seven (37) conditions below:

1. Build out will be determined once TPS letter is received.
2. TPS letter shall be received **prior to Council consideration**.
3. The special exception approval shall be implemented within 18 months of Council approval.
4. The site plan approval is valid within 24 months of Council approval.
5. If/when drive-thru vehicles extends beyond the dumpster area, an employee shall be stationed at the northern drive aisle (drive aisle between the site and the northern site) redirecting vehicles to prevent traffic from overflowing on the north drive aisles.
6. Pedestrian crosswalk stripping connecting from parking islands to the restaurant shall be provided, plans shall be revised **at time of permitting**.
7. Drive-thru signs along each of the driveway entrances indicating the flow of traffic for the drive-thru order points shall be provided.
8. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to **Certificate of Completion**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.

9. No loitering on the grounds will be permitted.
10. No electronically changeable menu board is permitted.
11. All signs shall be accordingly with the master sign plan approved by the Village Council.
12. Utility easements shall not overlap more than 5' any landscape buffers.
13. A Utility/Civil plan shall be approved by the Village's Engineer **at time of permitting**.
14. Deliveries shall be coordinated to not create traffic conflicts.
15. No outdoor seating area is approved as part of this project.
16. Any utility or mechanical equipment shall be screened from view. Staff recommends wrapping the equipment with a vinyl wrap of appropriate design for the proposed locations.
17. The additional 11' wide right of way dedication to Palm Beach County along the 10th Avenue North shall be executed and recorded **prior to issuance of the Certificate of Occupancy**.
18. A ROW permit shall be obtained with the PBC **at time of permitting**.
19. A root barrier shall be provided on trees that are within 12' of utility lines.
20. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
21. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
22. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
23. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
24. Provide permits from all applicable permitting agencies, including but not limited to Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
25. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
26. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
27. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
28. All new electric utilities shall be underground.
29. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
30. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
31. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
32. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
33. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
34. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
35. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
36. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
37. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

DESCRIPTION OF PROJECT

Village Collection of Palm Springs
Village of Palm Springs Planning, Zoning & Building Department Unified Development Application
Initial Submittal: September 22, 2023
Resubmittal: November 6, 2023

Request

On behalf of the Applicant, 10th Avenue Partnership LTD, we respectfully request approval of:

1) **Master Plan Amendment** to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137).
2) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 2 of the Village Collection of Palm Springs PCD (Chick-fil-A)
3) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 3 of the Village Collection of Palm Springs PCD (Chipotle)
4) **Variance** (Hours of Operation) for Tract 2 of the Village Collection of Palm Springs PCD to allow hours of operations beginning at 6:00 AM.

Site Background

The 7.74-acre site is located approximately 0 miles W of the intersection of 10th Ave N & Florida Mango Rd on the N side of 10th Ave North. The project addresses are 2625 10th Avenue N., 2665 10th Avenue N., and 2445 10th Avenue N. Palm Springs, FL 33461. The property is identified by the following Parcel Control Numbers (PCN): 70434420400020000, 70434420400030000, & 70434420400010000. The Existing Land Use is vacant, Future Land Use designation is Commercial (COM), and it is in the Commercial General (CG) zoning district. The subject site is located within the X Flood Zone. The primary access to the site is on 10th Avenue North.

Surrounding Uses

The subject site is situated along 10th Avenue North and Florida Mango Road, which are county-maintained public roads. It is in the CG Commercial General zoning district. The surrounding area is comprised of a mix of residential and commercial uses, land use, and zoning district classifications which are summarized below:

	Land Use | Zoning | Use(s)
North:	Low Density Residential | RM Residential Multifamily | Single-Family Residential
South:	10th Avenue North HR-12 High Density Residential | RH Multifamily (High Density) | Multifamily Residential Medium Density Residential | RM – Residential Multifamily | Vacant MR-5 Medium Density Residential | RH Multifamily (High Density) | Single-family Residential
East:	Florida Mango Road UC Urban Center | UC Urban Center | Shopping Center Community
West:	High Density Residential | RM Residential Multifamily | Mobile Home Park

Approval History

1) *Resolution 2020-01*
   - Commercial Plan Development with Master Site Plan approval to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres), located at 2601 10th Avenue N & Florida Mango Rd. Approved with forty (40) conditions (listed in Staff Report) on January 9, 2020.

2) *Resolution 2020-02*
   - Site Development Plan and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions within 1.81 acres (Lot #3 of the Commercial Planned Development), a waiver from Sec 34-164, and three (3) variances, PSV19-22 to allow 24-hour operations, PSV19-23 to allow an increase of primary frontage signage by 490 square feet to allow striping with logo on the south side of the fuel canopy and two wall signs on the building; and PSV19-24 to allow 1,068 square feet sign area wrap around the gas canopy sides not facing a public right of way. Approved with forty-one (41) Conditions (listed in Staff Report) on 1-9-2020.

3) *Resolution 2020-03*
   - Site Development plan and concurrent approval for a Special Exception use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays within 1.3 acres (Lot 4 of the Commercial Planned development).

Development Program

The Applicant, the 10th Avenue Partnership LTD, is requesting a Master Plan Amendment to the previously approved Village Collection of Palm Springs development to modify uses, as well as reconfigure the site layout. The site was previously approved for the construction of a RaceTrac gas station and Tire Kingdom tire sales and repair shop. At the time of the approval, Tract 1 was contemplated for future development with no set use or site layout associated to it. Presently, the Application proposed to amend the previously approved overall site plan to accommodate two restaurants with drive-through lanes.

To move forward with the development, several concurrent applications are being requested:

- Site Plan modification of Tract 2 for Chick-fil-A (6,111 SF) with concurrent approval for a Special Exception use for restaurant/drive-through with a variance for hours of operation. The hours of operation for Chick-fil-a are from 6 A.M. to 10 P.M.
- Site Plan modification of Tract 3 for Chipotle (2,454 SF) with concurrent approval for a Special Exception use for restaurant/drive-through. The hours of operation for Chipotle are from 10 A.M. to 10 P.M.

Parking Areas

Each site contains the required parking and is designed to meet off-street parking and loading zoning ordinance requirements. The Chick-fil-A restaurant/drive-through site (Tract 2) requires 30 and has 63 (4 ADA) parking spaces. There is a two-lane drive-through with a canopy and pick-up window on the east edge of the building. The site also contains five bicycle parking spaces, and two enclosed dumpster loading spaces. The Chipotle restaurant/drive-through site (Tract 3) requires 18 and has 24 (2 ADA) parking spaces. There is a two-lane one-way drive-through around the building and a pick-up window on the west edge of the building. The site also contains five bicycle parking spaces at the front of the building, three pick-up parking spaces, and an enclosed dumpster loading area at the rear of the building.

Loading Areas

Each proposed development site has one loading zone, as per the requirements of Section 34-1330. The Chick-fil-A restaurant/drive-through site (Tract 2) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area. The Chipotle restaurant/drive-through site (Tract 3) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area.

Open Space & Landscape

The Village Collection of Palm Springs is a commercial PUD, which requires 20% open space throughout the entire site. The proposed design for the three tracts allows each parcel to meet and exceed the open space requirements.

	Open Space Required	Open Space Provided
Tract 1	**40,315 SF**	**56,607 SF**
Tract 2	**15,731 SF**	**19,316 SF**
Tract 3	**11,344 SF**	**23,873 SF**
Total Open Space	**66,943 SF (1.54 AC)**	**99,796 SF (2.23 AC)**

As for landscaping, the site has received a complete overhaul in plant materials both inside and out. The buffers will be supplemented with additional canopy trees, palms, and a hedge. The internal roadway that runs through the site will be enhanced with meandering hedges and shrub beds. Each tract within the development has its own respective code-compliant landscape plans, which all meet and exceed the landscape requirements of the Palm Springs code. The landscape features a good mix of native and Florida-Friendly plant materials to create a vibrant and resilient environment around the development. Each tract features its own unique blend of plants but all tracts come together to create a central theme familiar to south Florida.

COMPLIANCE WITH CRITERIA

DISTRICT REGULATIONS

Purpose (Code 1994, § 30-561)

It is the purpose of the CG commercial general land development district to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. However, it is not the intent of this land development district to necessarily create or promote an extension of strip commercial areas.

The proposed Village Collection of Palm Springs Commercial Planned Development Master Plan project is permitted within the CG Commercial general land development district. The commercial uses are consistent with the purpose of the CG commercial general district in that they provide commercial services including food and lodging options that are accessible to residents of Palm Springs and surrounding municipalities and is within a mile from Interstate-95. The project is compatible with commercial development in the 10th Avenue North corridor, including commercial shopping centers, medical and professional offices, and gas stations.

Commercial General

Property Development Regulation	Required	Proposed Tract 2 Chick-fil-A	Proposed Tract 3 Chipotle
Minimum lot width	100 feet	246.34’	206.51’
Minimum frontage	100 feet	246.34’	206.66’
Minimum lot depth	200 feet	319.31’	273.92’
Maximum lot coverage	No Requirement	7.8%	4.3%
Minimum front yard	50 feet	71’ front setback	92’ front setback
Minimum side yard (interior)	15 feet	N/A	75’ side setback
Minimum side yard (corner)	25 feet	N/A	N/A
Minimum yards adjacent to residential land development districts	30 feet, excluding the front yard which shall remain at 50 feet.	N/A	75’ setback minimum
Maximum building heights	Four stories or 45 feet.	20’-4”	26’
Maximum Gross Floor Area	(11)*Maximum gross floor area:* 50 percent of total lot area.	0.35 FAR (based on total development area of tracts 1,2, and 3)	
Parking	required / provided	30/ 63 (4 ADA)	18/24 (2 ADA)

See site plan for additional data.

Sec. 34-1063 Planned Developments Performance Standards (Code 1994, § 30-731; Ord. No. 2014-06, § 2, 5-8-2014)

- The proposed site plan shows sidewalks on the portions of the site facing primary streets which are interconnected and provide pedestrian access to each building.
- The buildings on the site plan are situated to create a cohesive site plan and unified commercial development.

- Curb cuts and secondary streets are designed to optimize traffic circulation in and out of and within the site.
- Sufficient off-street parking is provided per each use.
- Lighting has been designed per the luminosity criteria and requirements of the Village.
- The landscaping has been designed to enhance the streetscape by creating sidewalks for pedestrian connectivity, trees for shade, and native plantings.
- There is a 15' landscape buffer on the northern and western perimeter of the site to provide appropriate screening between the surrounding residential areas.

Minimum Acreage
The development site of 7.74-acres exceeds the minimum acreage requirement of two acres.

Intensity
The Intensity requirement for non-residential land use intensities for commercial is .50 floor area ratio. The FAR (.35 FAR) for the site is below the requirement of .5 FAR.

Permitted Uses
The proposed uses for the planned development are special exception uses in the CG Commercial General district.

Layout, Design
The layout and design of the proposed development accounts for adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions of the CG Commercial General district.

Maximum building height
The building heights in the Village Collection of Palm Springs's planned development are compatible with the proposed uses and the bulk, mass, and context of adjacent structures and meet code requirements (45 feet or four-stories in the Commercial General District). The building height of the hotels on Tract 1 is four-stories or 50'-1". The building height of Chick-fil-A on Tract 2 is one-story or 20'4". The building height of Chipotle on Tract 3 is one-story or 26'.

Setbacks
- Building setbacks are at least 30' with appropriate buffers where the adjacent uses are residential, to the north and west. The buildings are setback from adjacent property lines to purposefully exceed the 30' minimum setback requirement, especially along the north and west property boundaries.
- The Chick-fil-A (Tract 2) is setback 71' from the front property line.
- The Chipotle (Tract 3) is setback 92' from the side property line and 75' from the east property boundary.

Required Open Space
The open space is 96,596 square feet (29%) which meets the minimum open space requirement for commercial uses which is 20% of the gross land area.

Shared Parking
There is no shared parking on the site. Each individual use on the site meets the off-street parking and loading requirements.

Unified Control
- The land within the commercial planned development will remain under the control of the applicant.
- A program for maintenance of common areas, open space, parking areas, utility sites, etc will be submitted to the Village prior to certificate of occupancy.

SITE PLAN

Required Landscaping (Code 1994, § 30-106)

- Landscaping and buffering are designed to maximize native vegetation and to leave the existing areas of native vegetation undisturbed as much as possible.
- Off-street parking areas include 20 square feet of landscaping for each parking space.
- Every twelfth parking space is separated by a landscaped island at least five feet in width and the same depth as the parking spaces.
- Islands are surrounded with a continuous raised curb.
- The perimeters of the parking areas are landscaped to create buffers between adjoining land uses.
- With a total site area of 336,950 SF, the code requires one tree to be provided for each 2,500 square feet of landscaped area, which comes out to 135 required trees. This requirement has been met and exceeded with a proposed planting plan of 179 trees throughout the site.

Required Buffers (Code 1994, § 30-107; Ord. No. 2013-02, § 2, 2-14-2013; Ord. No. 2015-42, § 3, 12-10-2015)

- Buffers are provided around the site that meet the requirements of the ordinance. The retail use category requires Category three (15-foot wide buffer with a wall or fence and hedge not less than 6 feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the East and North edges of the site and Category five (15-foot wide buffer with a hedge not less than three (3) feet in height, supplemented by trees spaced not more than 20 feet apart, required hedges shall maintain a minimum of two (2) different maintained levels or tiers) and Category six (ten (10) foot wide buffers with a hedge not less than three feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the South and West edges of the site. There is a 15' landscape buffer on the rear, west, and along the portion of the east property boundary that is abutting a residential zoning district.
- While a number of existing mature canopy trees will remain in the buffers, additional planting material is being proposed to enhance the buffer and provide more screening. The buffer enhancements to the North and East include a new Clusia hedge and new oak trees and palms to fill out the gaps in the existing buffers.
- The buffers along the ROWs feature similar enhancements. While all existing oaks will remain, smaller accent palms and Ficus beds will occupy the spaces in between each existing mature oak in the buffer. Additionally, a meandering cocoplum hedge will span the ROW buffers and tie into the Clusia hedge that wraps the West and North property boundaries.

Miscellaneous Requirements (Code 1994, § 30-463; Ord. No. 2013-01, § 3, 2-14-2013)

Surface Water Management (Sec. 34-1354)

The site plan design emphasizes responsible and effective surface water management, in full compliance with the requirements outlined in Section 34-1354 of the ordinance. The plan is designed to manage surface water to prevent flooding, erosion, and environmental degradation.

Traffic Circulation (Sec.34-1359)

- The development is designed to maximize the flow of on-site traffic circulation and to prevent traffic from stacking up on the adjacent public streets.
- The vehicular ingress and egress to the site is designed to prevent conflicts on adjacent streets. There are two entrances to the site, an ingress and egress on 10th Avenue N. and another on Florida Mango. The curb cut on 10th Avenue North is a 16' ROW with one lane for ingress and one lane for egress. The curb cut on Florida Mango Road is a 38' ROW with one lane for ingress and two lanes for egress.
- Required bicycle parking is one per 1,500 gross square feet. The Hotel provides ten bicycle parking spaces, the Chick-fil-A provides five bicycle parking spaces and the Chipotle provides five bicycle parking spaces.

Public Utilities, Easements, Covenants

The site plan complies with all necessary public utilities including water, sewer, and electrical services.

Concurrent Permitting requirements

The development team is actively coordinating with appropriate permitting agencies to secure all concurrent permits and will continue to work with village officials throughout the review process to confirm compliance with all requirements.

Signage (Article IV, Section 34-261 – Section 34-275)

Each tract within the development has its own monument signs proposed, which follow the signage requirements presented in the Palm Springs code. A breakdown of the signage regulations can be seen in the table below:

	Proposed Sign Setback	Maximum Sign Height	Maximum Sign Area
Tract 1	175’	10’	100 SF
Tract 2	18’	8’	120 SF
Tract 3	18’	8’	103 SF

The Master Sign Program provided in the application depicts the location, number, size, font, color, type, and style of signs, landscaping, and illumination of proposed signs. The signs comply with the Community Design Standards (Section 34-273) as follows:

(a) The signs are compatible with the architectural elements and repeating features that are used on buildings throughout the development. The signs are in harmony with surrounding buildings and the adjacent commercial development.

(b) The sign colors are consistent with the typical branding and design of the restaurants and are complementary to the colors of the development.

(c) The sign lettering size is clear and easy to read and in scale with the buildings in which they are located.

Hours of Operation

Typical hours of operation in the Village of Palm Springs for commercial activities are 7:00 A.M. to 11:00 P.M. See variance requests below for Tract 1 and Tract 2. The proposed hours of operation align with typical industry standards for similar businesses and are intended to provide convenience to customers while respecting the character of the neighborhood and surrounding uses.

Security & Life Safety Plan

Security and life safety are important to the design and layout of the site. The security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

Landscaping Standards and Requirements (Code 1994, § 30-106)

The landscape plan complies with the landscaping standards and requirements outlined in Code 1994 § 30-106. The design of the landscape enhances the surrounding streetscape and contributes positively to the surrounding area. The plan includes native and drought-resistant plant species, irrigation systems, and compliance with any tree preservation requirements specified in the code. The development team is committed to maintaining the landscaping to the highest standards to ensure long-term quality, vitality, and attractiveness.

Special Exceptions (Code 1994, § 30-564; Ord. No. 2007-08, § 6, 4-26-2007; Ord. No. 2008-29, § 3, 12-11-2008; Ord. No. 2010-05, § 6, 4-8-2010; Ord. No. 2011-27, § 3, 12-8-2011; Ord. No. 2013-01, § 4, 2-14-2013; Ord. No. 2014-26, § 2, 11-13-2014; Ord. No. 2017-06, § 3, 5-11-2017; Ord. No. 2017-17, § 3, 7-27-2017; Ord. No. 2019-12, § 2, 9-12-2019)

The Chick-fil-a (Tract 2) and Chipotle (Tract 3) Restaurants and the Everhome & Woodsprings Suites (Tract 1) Hotels are permitted as special exception uses within the CG commercial general land development district.

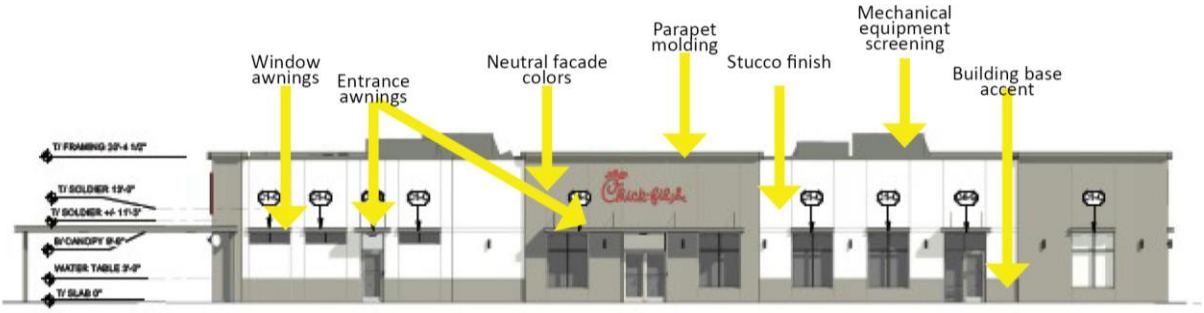
Consistency with Sec. 34-1366 Building Design Guidelines (Chick-fil-A & Chipotle)



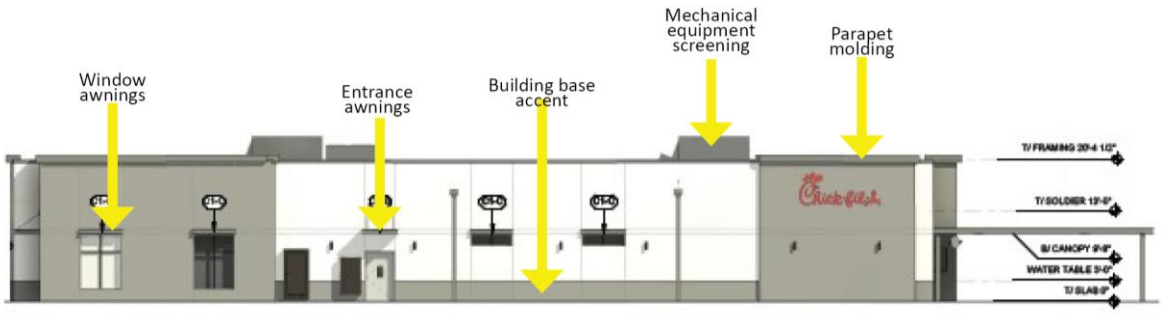
Currently, the site consists of a newly constructed 4,081 SF Chase Bank which was approved by Resolution 2017-26. The applicant has requested an Overall Site Plan Amendment to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137). Concurrently, the applicant has requested a Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 2 and Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 3. Upon approval, these requests will allow the construction of a 6,111 square foot Chick-fil-A building and a 2,454 square foot Chipotle building.

In order to maintain architectural consistency, cohesion, and compatibility within the development, the application has proposed similar architectural elements and design patterns between all parcels. The proposed plans reflect features that complement the existing Chase bank on the property. The Chick-Fil-A will provide the following architectural design elements:

- Providing earth tone, neutral color palette on the building facades, compatible with surrounding buildings
- Window awnings
- Stucco finish
- Covered entrance awnings
- Accent colors to create depth and variation in the façade
- Parapet molding
- Building base accent
- Mechanical equipment screening



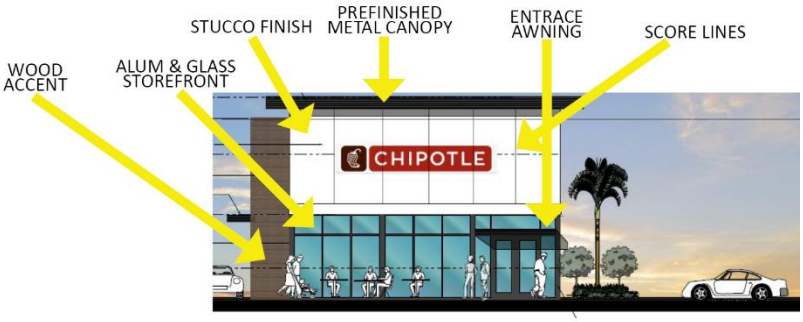
EXTERIOR ELEVATION (NORTH)

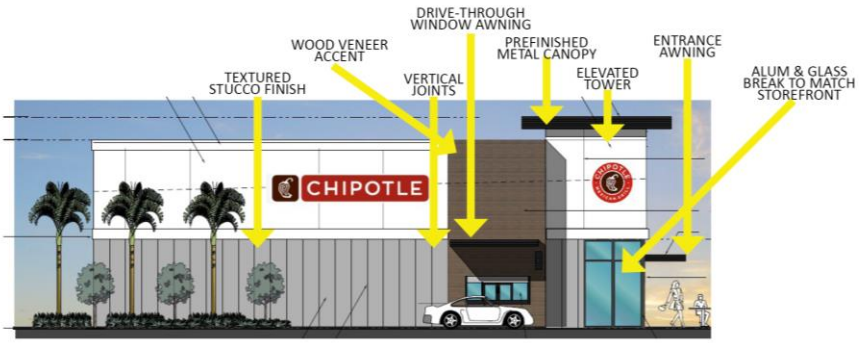


EXTERIOR ELEVATION (SOUTH)

The Chipotle design will provide the following architectural design elements:

- Earth tone, neutral color palette
- Stucco finish
- Covered entrance awning
- Drive-through window awning
- Elevated entrance tower
- Aluminum and glass storefront
- Prefinished metal roof canopy
- Vertical joints for façade variation





The proposed plan will create a balance of land uses, which complements the surrounding area. The petitioner has provided Landscape Enhancements, illustrated in the Landscape Plan provided. The proposed landscape improvements, architectural enhancements, and internal walkways shall promote cohesivity and interconnectedness between the existing and proposed uses.

Special Exception for Chick-fil-A (Tract 2) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1, B.2, and Objective G, Policy G.3. It supports the plan's goals of encouraging neighborhood and community type commercial areas that serve the needs of residents while maintaining the integrity of residential areas (B.1). The Chick-fil-A restaurant is compatible with other uses in the CG Commercial General district and will be a new food option in the neighborhood for residents (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along an arterial street (B.2). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio for commercial uses (G.3).

(2) The proposed special exception is consistent with the Planning, Building& Zoning and zoning regulations and all other portions of this Code.

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chick-fil-A restaurant/drive-through complies with all additional requirements for operations, traffic, setbacks, and signage.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.

The proposed special exception is compatible with the character and use of the surrounding properties. The Chick-fil-A restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

The proposed Chick-fil-A restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- **a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- **b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- **c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chick-fil-A restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- **a. Does not significantly reduce light and air to adjacent properties.**
- **b. Does not adversely affect property values in adjacent areas.**
- **c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- **d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- **e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chick-fil-A restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Special Exception for Chipotle (Tract 3) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1 – B.4, and Objective G, Policy G.3 in that it is consistent with the uses established on the Future Land Use Map and serves the needs of residents while maintaining the integrity of natural areas. The Chipotle restaurant use is compatible with other types of development in the CG Commercial General district (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along arterial and collector streets (B2). The mix of commercial uses is consistent with the Future Land Use Map and utilizes setbacks and landscape buffers that meet and exceed code requirements to provide proper screening and separation of uses where adjacent to residential areas on the west property boundary (B.3, B.4). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio maximum requirement for commercial uses (G.3).

(2) The proposed special exception is consistent with the Planning, Building& Zoning and zoning regulations and all other portions of this Code.

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chipotle restaurant/drive-through complies with all requirements for operations, traffic, setbacks, and signage.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.

The proposed special exception is compatible with the character and use of the surrounding properties. The restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

The proposed Chipotle restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- **a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- **b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- **c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chipotle restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- **a. Does not significantly reduce light and air to adjacent properties.**
- **b. Does not adversely affect property values in adjacent areas.**
- **c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- **d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- **e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the Chipotle restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chipotle restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Variance Request Chick-fil-A – 6AM to 10PM hours of operation

Related Applications: *Resolution 2020-02*
Code Section: Sec 34-891
Required: 7 AM-11 PM
Request: 6 AM-10 PM
Details of Variance Request or Appeal: Extend business hours by one hour to open at 6AM, reducing previous variance approval for 24 hours of operation.

Chapter 34, Section 34-602 Variance Request

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

a. **That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same Planning, Building & Zoning district.**

   The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-through use. Typical operation hours for this franchise are from 6 A.M. to 10 P.M., and the approval of this variance request would allow the restaurant to operate during its typical franchise hours. Restaurants are considered an allowed use within the CG commercial general district, and the proposed use and hours of operation request are appropriate within the zoning district.

b. **That the special conditions and circumstances do not result from the actions of the applicant.**

   The special conditions and circumstances do not result from the actions of the applicant. The typical hours of operation for this franchise are regular across most Chick-fil-A locations, and the approval of the variance request would allow the restaurant to operate during its typical franchise hours.

c. **That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.**

   Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-through use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district.

d. **That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

   Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chick-fil-A restaurant would not be able to operate its standard franchise hours without a variance.

e. **That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.**

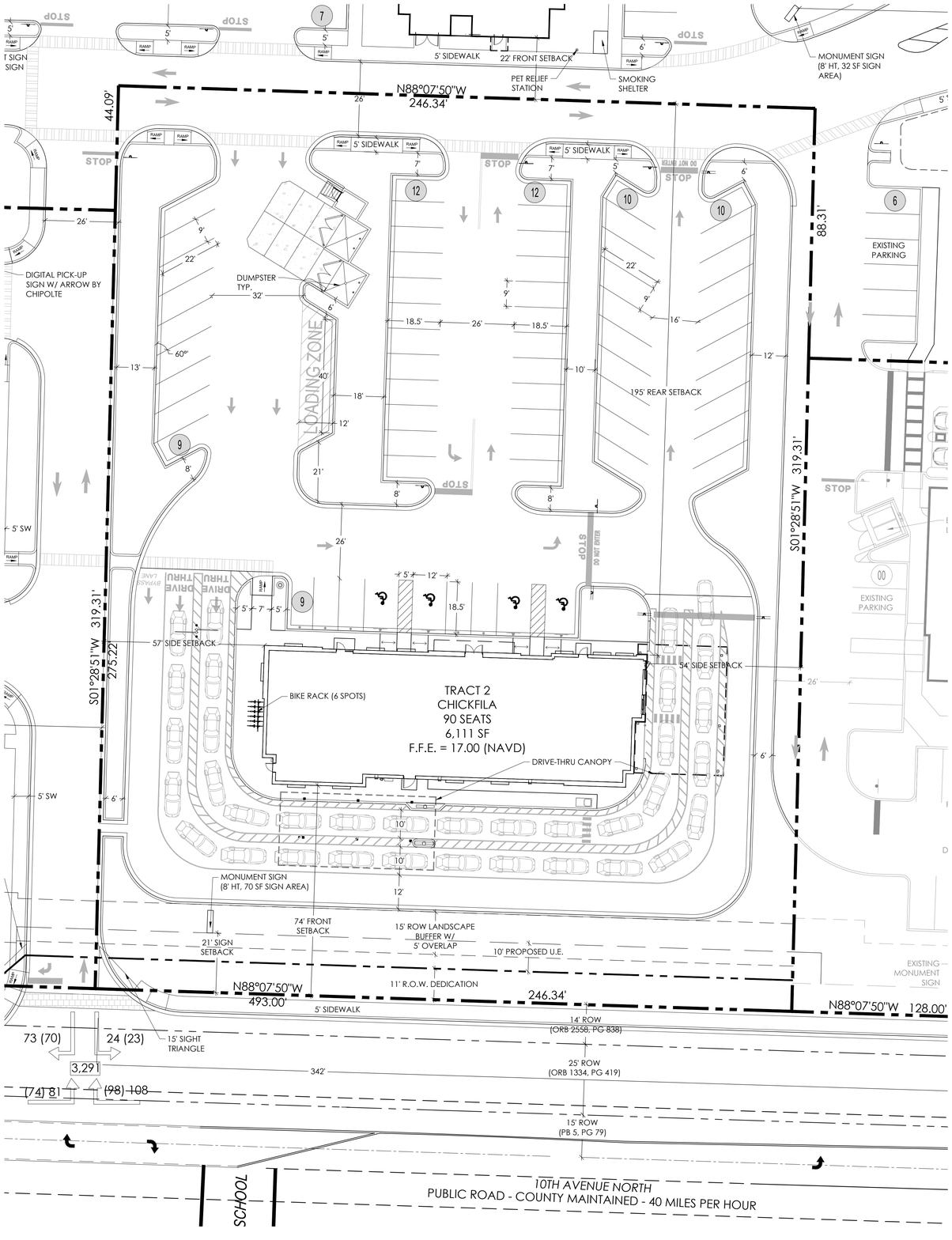
   Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

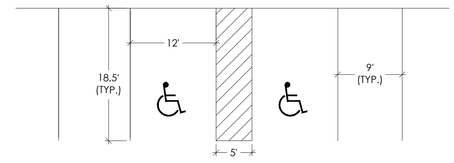
Granting the variance will be in harmony with the general intent and purpose of this chapter. The intent and purpose of the CG commercial general district is to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. The Chick-fil-A will provide convenient food options to the neighborhood, the Village of Palm Springs, and surrounding areas. It is conveniently located at the intersection of Florida Mango Road and 10th Avenue N, which are classified as Urban Principal Arterials and Urban Minor Arterial roads, respectively. Commercial planned developments are allowed as a permitted use within the Commercial General District. The intent and purpose of commercial planned developments is to permit the development of projects consisting of residential, commercial, or industrial, or any combination of residential, industrial, and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic, and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project. The Commercial Planned Development district allows compatible commercial uses within the same development, that are in harmony with the character and development patterns of 10th Avenue N and Florida Mango Road. The proposed use and hours of operation will be in harmony with the intent and purpose of the Commercial General district and Commercial Planned Development district.

g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

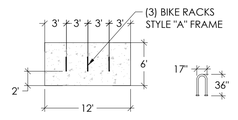
The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. If the variance is approved to allow the hours of operation, the Chick-fil-A restaurant will provide a convenient food option for breakfast. The proposed Chik-fil-A restaurant will be located at the intersection of an Urban Principal Arterial and Urban Minor Arterial roads and will have minimal impact on traffic patterns in the surrounding area. As stated, the hours of 6:00 A.M. are only one hour before the allowed operating hours in the Village (7:00 A.M. to 11:00 P.M.), and 6 AM is the typical opening time for most Chik-fil-A locations. In addition, security and life safety are important to the design and layout of the site. the security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.



SITE DATA	
ADDRESS	2625 10TH AVE. NORTH, PALM SPRINGS, FL
PCN	70-43-44-20-40-002-0000
OWNER	10TH AVENUE PARTNERSHIP, LTD.
TENANT	CHICKFILA
CURRENT USE	MULTISTORY OFFICE BUILDING W/ PARKING
PROPOSED USE	RESTAURANT W/ DRIVE THRU
LAND USE DESIGNATION	COMMERCIAL
ZONING	CG
GROSS SITE AREA	1.81 AC (78,655 SF)
11' ROW DEDICATION	2,710 SF
NET SITE AREA	1.76 AC (76,684 SF)
PROPOSED IMPERVIOUS AREA	59,339 SF (75.4%)
PROPOSED BUILDING COVERAGE	7.8%
PROPOSED BUILDING AREA	6,111 SF
PROPOSED BUILDING HEIGHT	20'-4" HT. MAX
REQUIRED OPEN SPACE	15,731 SF (20% MIN)
PROPOSED OPEN SPACE	19,316 SF (24.6%)
REQUIRED PARKING	30 (1 SPACE PER 3 SEATS)
PROPOSED PARKING	63 (4 ADA SPACES)
TOTAL REQUIRED BIKE SPOTS	4 (1 SPOT PER 1,500 SF OF FROSS BLDG. AREA)
TOTAL PROPOSED BIKE SPOTS	6 BIKE SPACES
REQUIRED SOUTH FACADE PLANTING	135 LF x .25 = 34 LF REQUIRED
PROVIDED SOUTH FACADE PLANTING	70 LF PROVIDED



A PARKING DIMENSIONS TYP.
SCALE: 1" = 10'-0"



B BIKE RACK TYP.
SCALE: 1" = 10'-0"

LOCATION MAP



insite studio
planning + landscape architecture
3601 PGA Blvd, Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License # LC26000606

Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

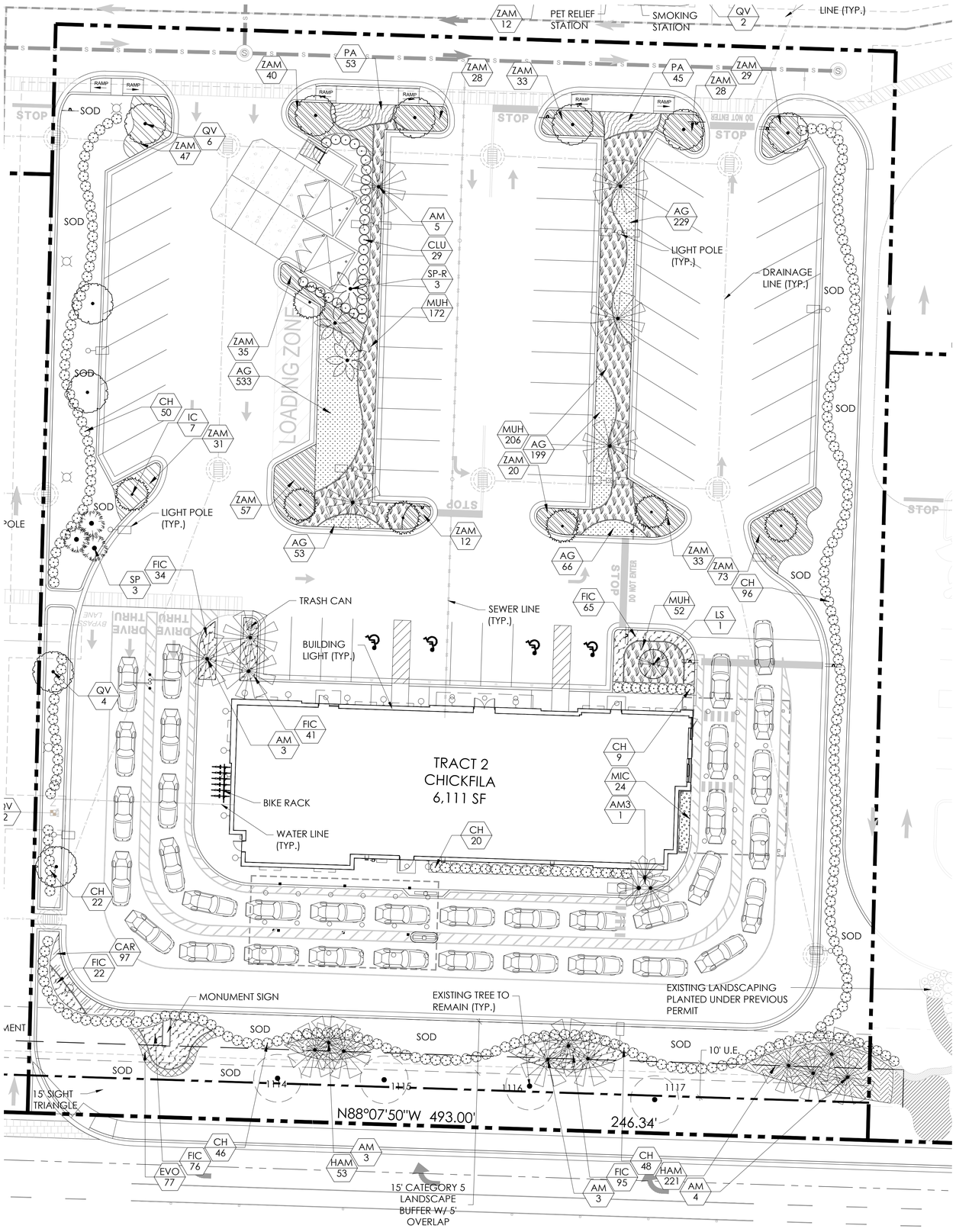
CHICKFILA
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

NORTH
0 10' 20' 40'
SCALE: 1" = 20'-0"

Drawn By: JG
Drawing #: 1034
Date: 11/02/2023

SITE PLAN

SHEET # SP.1



LANDSCAPE NOTES:

1. ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
2. ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
3. ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
4. ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
6. IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
7. ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
8. CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.

LANDSCAPE REQUIREMENT CHART

LOCATION / AREA	CODE REQUIREMENT	REQUIRED	PROVIDED
NET SITE AREA: 78,655 SF	1 TREE PER 2,500 SF	32 TREES	37 TREES
PARKING ISLAND TREES	1 TREE PER ISLAND	8 TREES	15 TREES
WEST PL MEDIAN (280 LINEAR FEET)	1 TREE PER 40' LF	7 TREES	7 TREES
SOUTH PL (230 LINEAR FEET) 15' CATEGORY 5 BUFFER	1 TREE PER 20' LF 3' HT MEANDERING HEDGE 2 LEVELS OR TIERS	12 TREES 3' HT MEANDERING HEDGE 2 LEVELS OR TIERS	14 TOTAL TREES -4 EXISTING TREES -10 PROPOSED TREES 3' HT HEDGE W/ SECOND TIER
BUILDING FOUNDATION PLANTING	25% OF BUILDING FACADE THAT FACES THE STREET	25% OF 135 LF FACADE	70 LF OF SOUTH (52%) & 19 LF OF EAST (41%)
PALM RATIO	CAN ONLY COUNT FOR LESS THAN 50% OF REQUIRED TREES	LESS THAN 16 OF 32 TREES	14 TREES (44%)
NATIVE SPECIES PLANTINGS RATIO	40% OF PLANTINGS MUST BE NATIVE IF NO WASTEWATER SYSTEM USED	40%	48%

PLANT SCHEDULE TRACT 2

TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AM	19	Adonidia merrillii	Christmas Palm	14-16` OA HT
AM3	1	Adonidia merrillii	Christmas Palm	14-16` OA HT TRIPLE TRUNK
IC*	7	Ilex cassine	Dahoon Holly	12` HT MIN X 5` SPR @ 2.5" CAL. MIN
LS	1	Lagerstroemia speciosa	Queen's Crape Myrtle	14' HT X 7' SPR
QV*	10	Quercus virginiana	Southern Live Oak	12` HT X 5` SPR 2.5" CAL
SP-R*	3	Relocated Sabal palmetto	Cabbage Palmetto	RELOCATED FROM ONSITE
SP*	3	Sabal palmetto	Cabbage Palmetto	18-22` O.A. HT, BOOTED,
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CH *	297	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	48" HT X 36" SPR @ 36" O.C.
CLU	29	Clusia guttifera	Small Leaf Clusia	36" HT X 30" SPR @ 36" O.C.
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CAR	97	Carissa macrocarpa `Emerald Blanket`	Emerald Blanket Carissa	12" HT X 12" SPR @ 12" O.C.
FIC *	333	Ficus microcarpa `Green Island`	Green Island Ficus	12" HT X 12" SPR @ 18" O.C.
HAM	274	Hamelia patens	Firebush	12" HT X 12" SPR @ 18" O.C.
MIC *	24	Microsorum scolopendrum	Wart Fern	12" HT X 12" SPR @ 18" O.C.
MUH *	430	Muhlenbergia capillaris	Pink Muhly	18" HT X 18" SPR @ 24" O.C.
PA	98	Plumbago auriculata	Blue Plumbago	18" HT X 18" SPR @ 24" O.C.
ZAM*	466	Zamia integrifolia	Coontie	18" HT X 18" SPR @ 24" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AG	1,080	Arachis glabrata	Perennial Peanut	8" HT X 8" SPR @ 12" O.C.
EVO	77	Evolvulus glomeratus `Blue Daze`	'Blue Daze'	12" HT X 12" SPR @ 12" O.C.

NOTES:
- ALL AREAS LABELS AS SOD TO BE ST. AUGUSTINE
* FLORIDA NATIVE

NORTH
0 10' 20' 40'
SCALE: 1" = 20'-0"

LOCATION MAP



insite studio
planning + landscape architecture
3601 PGA Blvd, Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
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Consultants:

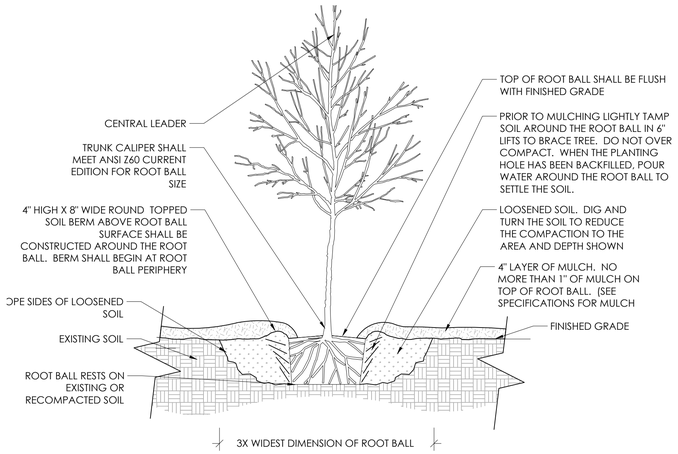
Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

CHICKFILA
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

Drawn By: JG
Drawing #: 1034
Date: 11/02/2023

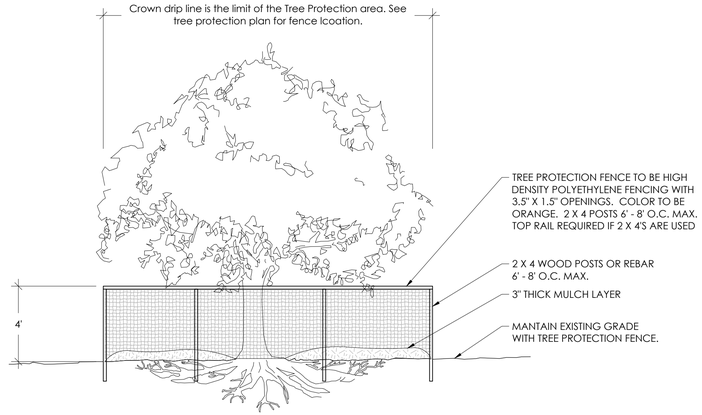
CHICKFILA
LANDSCAPE PLAN

SHEET # LP.1



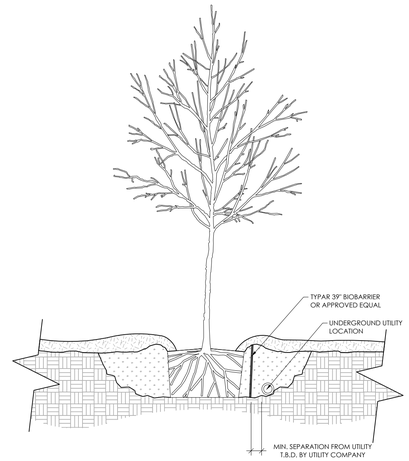
1 TREE PLANTING DETAIL 1/2" = 1'-0"

NOTES:
1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

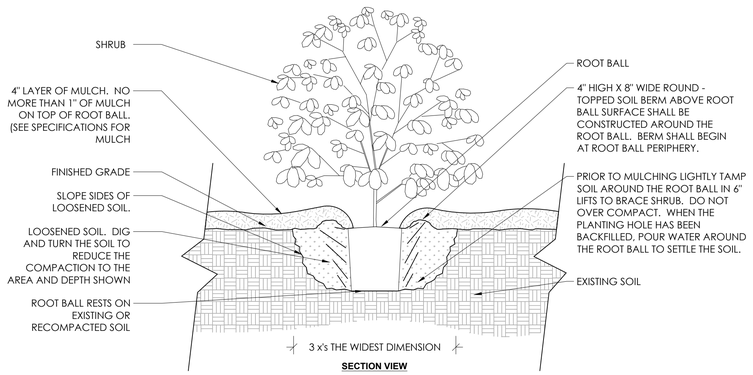


4 TREE PROTECTION DETAIL SCALE : 1/4" = 1'-0"

NOTES:
1. KEEP OUT OF TREE PROTECTION AREA
2. FENCE TO BE INSTALLED ALONG DRIPLINE OF EXISTING TREES
3. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

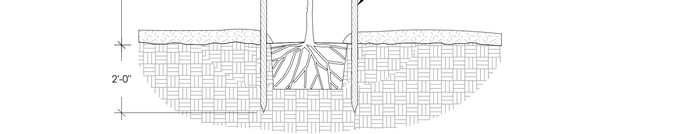


7 ROOT BARRIER DETAIL 1/2" = 1'-0"

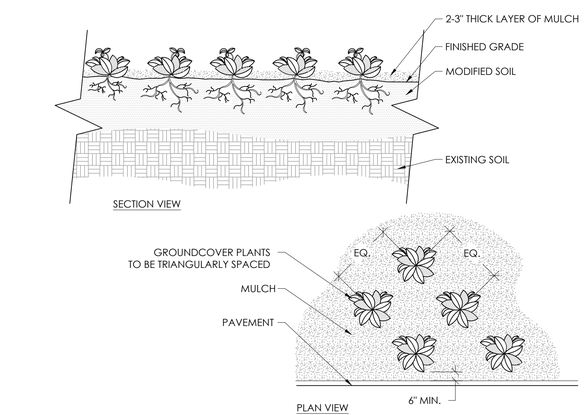


2 SHRUB PLANTING DETAIL 3/4" = 1'-0"

NOTES:
1. SHRUB SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

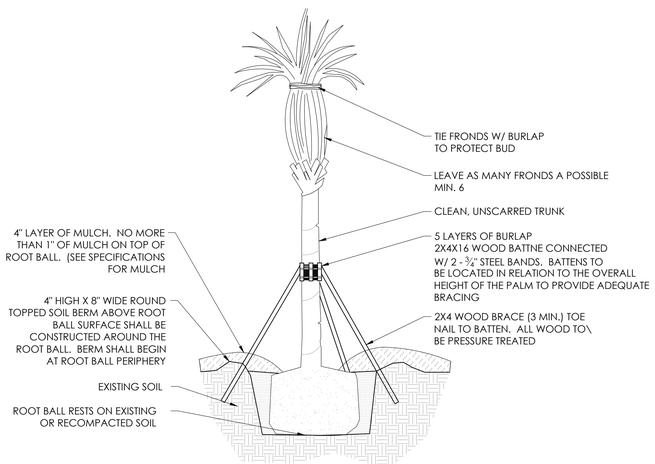


5 TREE STAKING DETAIL 1/2" = 1'-0"



3 GROUNDCOVER 3/4" = 1'-0"

NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SMALL ROOTS (¼" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A
NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE
TIME OF PLANTING. ROOTS ON THE PERIPERHY CAN BE REMOVED AT THE TIME OF PLANTING.
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.



6 PALM STAKING DETAIL SCALE : 1/4" = 1'-0"

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www.insitestudio.com | License #LC26000606

Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

CHICKFILA
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

Drawn By: JG
Drawing #: 1034
Date: 11/02/2023

LANDSCAPE DETAILS

SHEET # LP.2

DISCLAIMER:
THE PANORAMA IS FOR THE PROTOTYPICAL TEMPLATE AND MAY NOT REPRESENT SITE SPECIFIC CHANGES.

EXTERIOR FINISHES

SC-1 STUCCO SYSTEM
COLOR: STO WHITE
FINISH: SAND MEDIUM

SC-2 STUCCO SYSTEM
COLOR: BRUSHED PEWTER
FINISH: SAND MEDIUM

EC-1 PREFINISHED METAL COPING
COLOR: MINERAL DEPOSIT SW 7852

PT-113 EXTERIOR PAINT
COLOR: MINERAL DEPOSIT SW 7852
FINISH: SEMI-GLOSS

ST-1 STOREFRONT
COLOR: CLEAR ANODIZED ALUMINUM

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-C	Exterior Canopy	11	6'-4"	1'-0"	0"	No
C4-B	Exterior Canopy	3	5'-4"	4'-0"	2'-4"	Yes
C4-G	Exterior Canopy	1	7'-4"	4'-0"	2'-4"	Yes
C4-L	Exterior Canopy	1	28'-4"	4'-0"	2'-4"	Yes
Grand total		16				



PERSPECTIVE VIEW



PERSPECTIVE VIEW



PERSPECTIVE VIEW



PERSPECTIVE VIEW

PROJECT DATA

Prototype Edition: (Acceptable Values: 18 LER, LE, SE, DR, DE)	LE
Exterior Finish Type: (Acceptable Values: TOWER BRICK, TOWER STUCCO, TOWER BOARD, WRAP BRICK, WRAP STUCCO)	TOWER STUCCO
Wall Framing Type: (Acceptable Values: WOOD STUD, WOOD STUD - PRESTAR, METAL STUD, METAL STUD - PRESTAR, STEEL FRAME, CMU, VOLUMETRIC MODULAR)	WOOD STUD
Kitchen Type: (Acceptable Values: CENTERLINE 3.0, CENTERLINE 3.5)	CENTERLINE 3.0
Water Filtration Type: (Acceptable Values: CITY, TYPE A+B, TYPE A+C, TYPE A+B+C, ETC)	TYPE D: COFFEE-TEA / ICE RO
Industrialized Construction: (Acceptable Values: YES, NO)	NO
Number of Parking Spaces: (Acceptable Values: Digital)	69
Number of Accessible Parking Spaces: (Acceptable Values: Digital)	4
Cross Parking: (Acceptable Values: YES, NO)	YES
Menu Board - Interior: (Acceptable Values: YES, NO)	YES
Menu Board - Interior - Count: (Acceptable Values: Digital)	6
Menu Board - Interior - Type: (Acceptable Values: DIGITAL, STATIC, OTHER)	DIGTAL
Menu Board - Walk-up: (Acceptable Values: YES, NO)	NO
Menu Board - Walk-up - Count: (Acceptable Values: Digital)	0
Menu Board - Walk-up - Type: (Acceptable Values: DIGITAL, STATIC, OTHER)	N/A
Menu Board - Order Point: (Acceptable Values: YES, NO)	YES
Menu Board - Order Point - Count: (Acceptable Values: Digital)	4
Menu Board - Order Point - Type: (Acceptable Values: DIGITAL, STATIC, OTHER)	DIGITAL
Planned Classification: (Acceptable Values: LOW, MODIFIED-LOW, MODIFIED-MEDIUM, MODIFIED-HIGH, CUSTOM-LOW, CUSTOM-HIGH)	MODIFIED-HIGH
Playground (Acceptable Values: YES, NO)	YES
Landscaping Type (Acceptable Values: STANDARD, NOT CERTIFIED)	STANDARD
LEED Rating (Acceptable Values: NOT CERTIFIED, CERTIFIED, SILVER, GOLD, PLATINUM)	NOT CERTIFIED
Drive Thru Stack Count: (Acceptable Values: Digital)	#
Drive Thru Number of Approach Lanes: (Acceptable Values: Digital)	2
Drive Thru Number of Ordering Lanes: (Acceptable Values: Digital)	2
Drive Thru Number of Fulfillment Lanes: (Acceptable Values: Digital)	2
Drive Thru Dedicated Bypass Lane: (Acceptable Values: YES, NO)	YES
Drive Thru Opening: (Acceptable Values: DOOR, WINDOW)	DOOR
Canopy Structure: (Acceptable Values: Digital)	STEEL
Canopy Type - Order Point: (Acceptable Values: Digital)	DOUBLE
Canopy Type - Meal Delivery: (Acceptable Values: Digital)	DOUBLE
Seat Count - Interior: (Acceptable Values: Digital)	100
Seat Count - Exterior: (Acceptable Values: Digital)	0
Number of Walk-up Windows: (Acceptable Values: Digital)	0
Number of Registers:	3
Building Area Square Footage:	6111 SF

DESIGN APPROVAL

SUP SD DD CD

NOT APPROVED - REVISE AND RESUBMIT
APPROVED AS NOTED - REVISE AND RESUBMIT
APPROVED FOR DESIGN INTENT

INITIAL: DATE:

PROJECT NOTES

*Record any personal notes with text, views, or schedules



PERSPECTIVE VIEW

REF. ENCLOSURE FINISHES

EC-1 PREFINISHED METAL COPING
COLOR: MINERAL DEPOST, SW 7652

SC-2 STUCCO SYSTEM
COLOR: BRUSHED PEWTER
FINISH: SAND MEDIUM



EXTERIOR ELEVATION



EXTERIOR ELEVATION



PERSPECTIVE VIEW

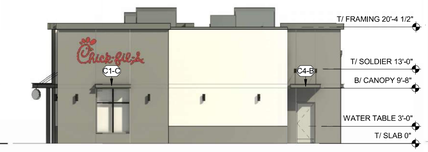
OP CANOPY FINISHES

CP-1 PREFINISHED METAL
COLOR: MINERAL DEPOSIT SW 7652

CP-2 METAL DECKING
COLOR: WHITE



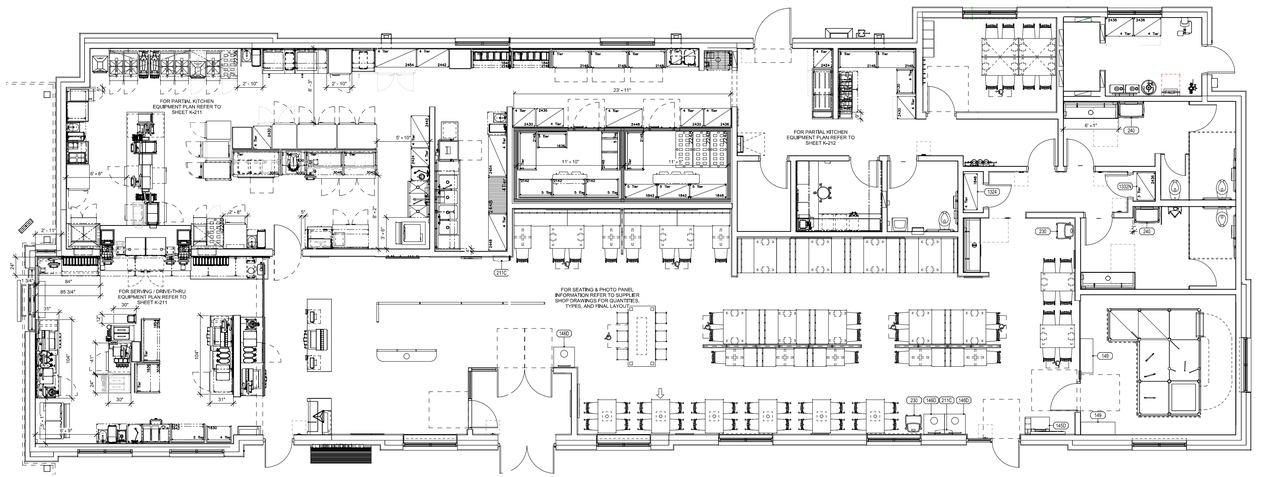
EXTERIOR ELEVATION



EXTERIOR ELEVATION

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	MATCH MINERAL DEPOSIT, SW 7652	
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MATCH MINERAL DEPOSIT, SW 7652	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 7652	MINERAL DEPOSIT	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 7652	MINERAL DEPOSIT	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL		STO WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL		BRUSHED PEWTER	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		CLEAR ANODIZED ALUMINUM	



FLOOR PLAN

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"This file was signed electronically by M. Salopek on the date and/or time stamp shown using a digital signature. Printed copies of this are not considered signed and sealed and the signature must be verified on any electronic copy."

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5200 Buffington Road
Atlanta, Georgia
30349-2998

Mark S. Salopek, LLC

701 W. Lakeside Ave, Apt. # 503
Cleveland, OH 44113
Phone 330.572.2112

STATE OF FLORIDA
MARK S. SALOPEK
REGISTERED ARCHITECT
AR91472

10/31/23

CHICK-FIL-A PALM SPRINGS

2625 10TH AVE N.
PALM SPRINGS, FL 33461

FSR#05505

BUILDING TYPE / SIZE: P14 LE XP
RELEASE: 23.05
PRINTED FOR
DD PACKAGE

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

CONSULTANT PROJECT # 2023223.27
DATE 06/16/23
DRAWN BY Author

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SHEET
DESIGN OVERVIEW - BRICK

SHEET NUMBER
X-900

7/10/2023 4:57:29 PM Autodesk Docs://FL_05505_Palm Springs_2023.5_FSR/05505_Palm Springs_ARC.rvt
XX-LE-05505-X-900-DESIGN OVERVIEW - BRICK

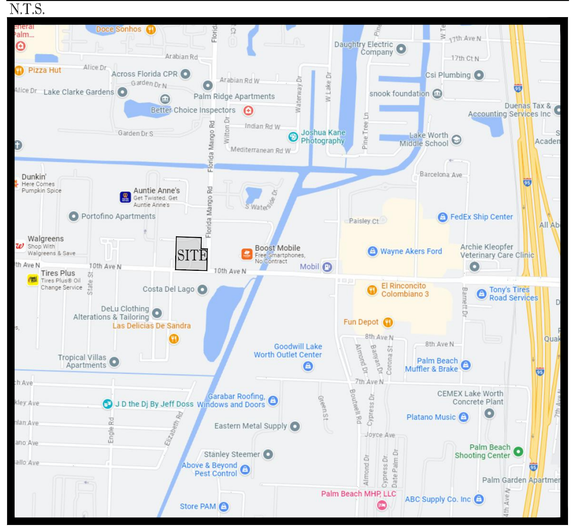
PRELIMINARY ENGINEERING PLANS
FOR:
VILLAGE COLLECTION OF PALM SPRINGS

OWNER:

10th AVE PARTNERSHIP

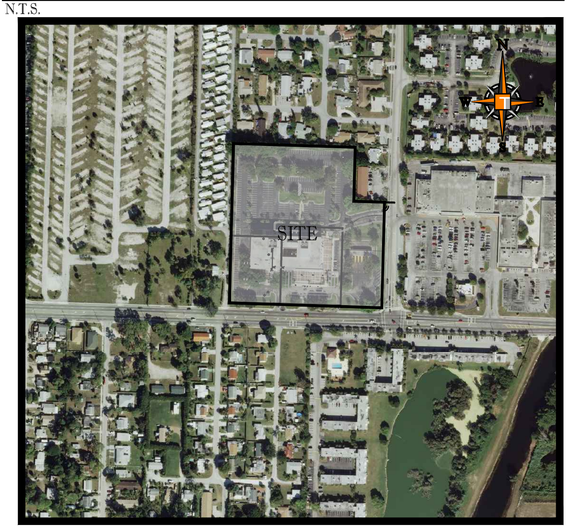
LOCATION MAP

N.T.S.



VICINITY \ AERIAL MAP

N.T.S.



SHEET INDEX

Sheet Number	Sheet Title
C-00	COVER SHEET
C-01	GENERAL NOTES
C-02	EROSION CONTROL PLAN
C-03	DEMOLITION PLAN
C-04	PGD PLAN
C-05	PGD DETAILS
C-06	CROSS SECTIONS
C-07	UTILITY PLAN
C-08	UTILITY PROFILES
C-09	UTILITY DETAILS
C-10	UTILITY DETAILS
C-11	UTILITY DETAILS

THOMAS ENGINEERING GROUP

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THOMAS ENGINEERING GROUP

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-COVER-SHEET

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP

840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138

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BRANDON M. ULMER
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PROFESSIONAL ENGINEER
STATE OF FLORIDA
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Date: 2023.11.03 09:02:44 -04'00'
FLORIDA LICENSE No. 68345
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERT. OF AUTH. No. 27528

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C-00

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:02 AM by Brandon Ulmer — J:\FJ PROJECTS\FJ230012-VILLAGE COLLECTION AT PALM SPRINGS\ENG\FJ230012-COVER-SHEET.dwg — xAXPVR C-00 COVER SHEET

GENERAL NOTES:

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE CONFORMANCE TO THESE REQUIREMENTS BY ALL SUBCONTRACTORS.

1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS SITE PLAN:

- BOUNDARY SURVEY

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE.

2. ALL HANDICAPPED PARKING SPACES SHALL BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. SEC. 12101 ET SEQ. AND 42 U.S.C. SEC. 4151 ET SEQ.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THIS PROJECT IS TO BE CONSTRUCTED.

3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES. CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

4. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE REQUIREMENTS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER THIS PROJECT.

6. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

7. THE BOUNDARY SURVEY, SHALL BE CONSIDERED A PART OF THESE PLANS.

8. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO THOMAS ENGINEERING BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THOMAS ENGINEERING IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

9. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO THE GIVING OF SUCH NOTIFICATION AND THE ENGINEER'S WRITTEN AUTHORIZATION OF SUCH ADDITIONAL WORK.

10. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.

11. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE SITE PLAN AND LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE). CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER OF ANY DISCREPANCIES.

12. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

13. THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT AND CONTIGUOUS STRUCTURES.

14. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, ETC. WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.

15. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY SHALL RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE EXISTING CONDITIONS, AND IN CONFORMANCE WITH APPLICABLE CODES. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

16. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

17. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS / MEANS FOR COMPLETION OF THE WORK DEPICTED NEITHER ON THESE PLANS, NOR FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

18. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.

19. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME Thomas ENGINEERING, AND ITS SUB-CONSULTANTS AS ADDITIONAL NAMED INSURERS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH Thomas ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS Thomas ENGINEERING AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

20. THOMAS ENGINEERING WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS,COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. Thomas ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT Thomas ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. Thomas ENGINEERING WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. Thomas ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

21. NEITHER THE PROFESSIONAL ACTIVITIES OF THOMAS ENGINEERING, NOR THE PRESENCE OF THOMAS ENGINEERING OR ITS EMPLOYEES AND SUB-CONSULTANTS AT A CONSTRUCTION / PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THOMAS ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THOMAS ENGINEERING SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

22. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS RELATED TO SAME.

23. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE.

24. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

25. CONTRACTOR SHALL CONFIRM ADA ACCESSIBILITY PRIOR TO INSTALLING FINISHING COURSES OF SIDEWALKS AND PARKING AREAS.

26. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

27. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOUR NOTICE TO ENGINEER AND APPLICABLE AGENCIES FOR SCHEDULING INSPECTIONS.

28. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND CITY FOR THE FOLLOWING: CATCH BASINS, FIRE HYDRANTS, VALVES, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

30. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND APPROVED BY CITY WHERE APPLICABLE PRIOR TO IMPLEMENTATION.

31. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

32. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE THE BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM CITY.

33. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE. ALL RESTORED TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCY'S TRAFFIC ENGINEERING STANDARDS.

34. CONTRACTOR SHALL STAKE EASEMENT, SIDEWALK, CURBING AND/OR ROAD RIGHT OF WAY LINES DURING CONSTRUCTION OF WATER, SEWER AND DRAINAGE FACILITIES THAT ARE REQUIRED TO LINE UP WITH ABOVE GROUND FACILITIES.

SANITARY SEWER:

1. DISTANCE AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.

2. CONSTRUCTION AND INSTALLATION OF SANITARY SEWER SHALL FOLLOW CITY UTILITY DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

3. TESTING OF SANITARY SEWER SHALL BE BASED ON CITY UTILITY DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

WATER DISTRIBUTION AND/OR SANITARY SEWER FORCEMAIN SYSTEM

1. NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS, FOR THE WATER AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO CITY UTILITY DEPARTMENT.

2. CONSTRUCTION AND INSTALLATION OF WATERMAIN SHALL FOLLOW CITY UTILITIES DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

3. TESTING OF WATERMAIN SHALL BE BASED ON CITY UTILITIES DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

4. ALL WATER MAIN PIPE, INCLUDING FITTINGS, INSTALLED ON OR AFTER AUGUST 28, 2003, EXCEPT PIPE INSTALLED UNDER A CONSTRUCTION PERMIT FOR WHICH THE DEPARTMENT RECEIVED A COMPLETE APPLICATION BEFORE AUGUST 28, 2003, SHALL BE COLOR CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE, SHALL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR SHALL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE AT DRINKING WATER TREATMENT PLANTS SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH SUBSECTION 62-555.320(10), F.A.C., AND ALL OTHER ABOVEGROUND PIPE SHALL BE PAINTED BLUE OR SHALL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.

SEPARATION OF WATER AND SEWER MAINS:

1. SEPARATION OF WATER, SEWER, AND STORM SHALL BE BASED ON CITY UTILITY DEPARTMENT MINIMUM CONSTRUCTION STANDARDS AND SHALL MEET THE LATEST F.A.C. 62-555.314

2. ALL UTILITY PIPES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 5' FROM ALL OTHER UNDERGROUND UTILITIES AND A VERTICAL SEPARATION OF AT LEAST 18". SEE UTILITY UTILITY STANDARDS MANUAL FOR ADDITIONAL SPECS.

STORM DRAINAGE:

GENERAL:

1. CATCH BASIN GRATES AND RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.

2. DISTANCES AND LENGTHS SHOWN ON PLANS REFERENCE INSIDE WALLS OF THE STRUCTURE.

MATERIALS:

3. ALL HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AASHTO M - 294 LATEST REVISIONS. ALL PIPING TO BE NON-PERFORATED TUBING, EXCEPT WHERE EXFILTRATION TRENCH IS PROPOSED.

4. ALL YARD DRAIN BASINS ARE TO BE HIGH DENSITY POLYETHYLENE PRODUCT AND SHALL MEET ASTM LATEST MINIMUM STANDARDS.

5. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AND SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION C-478 AND 64T UNLESS OTHERWISE NOTED IN THE PLANS. NO BLOCK CATCH BASINS WILL BE ALLOWED THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF fc=3750 PSI AT 28 DAYS.

INSTALLATION:

6. THE CONTRACTOR SHALL FOLLOW CITY DETAILS FOR PIPE BACKFILL REQUIREMENTS SAID DETAIL IS INCLUDED IN THE DRAINAGE DETAIL SHEETS OF THIS PLAN SET

7. ALL PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC

8. PROVIDE A MINIMUM PROTECTIVE COVER OF 30 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

9. THE CONTRACTOR SHALL NOTIFY CITY ENGINEERING DEPARTMENT/ FDOT AND THE ENGINEER OF RECORD AT LEAST 7 DAYS PRIOR TO THE START OF THE CONSTRUCTION AND INSPECTION.

PAVING:

A. GENERAL:
1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.

2. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.

3. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT TO ENSURE A PROPER JOINT.

4. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD. PRIME AND TACK COAT FOR BASE SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF SECTIONS 300-1 THROUGH 300-7 OF FDOT STANDARDS AND SPECIFICATIONS.

B. MATERIALS:
1. LIMEROCK BASE: (ASPHALT-VEHICULAR PAVERS AREAS) LIMEROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100).

2. WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE S-9.5 ASPHALTIC CONCRETE.

3. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" x 6" NO. 6 GAUGE WIRE MESH OR FIBER MESH CONCRETE

C. INSTALLATION:
1. SUB-BASE 12" STABILIZED SUB-BASE COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180 (MIN LBR 40).
2. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE D.O.T. STANDARD SPECIFICATIONS FOR TYPE SP-12.5 & SP-9.5 ASPHALTIC CONCRETE OR THE LATEST REVISION.

D. TESTING
1. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.

2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE ENGINEER.

3. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE CONTRACTOR.

4. DENSITY TESTS ON THE BASE AND STABILIZED SUBGRADE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND APPROVED BEFORE ANY BASE IS CONSTRUCTED.

5. DENSITY TESTS AND "AS-BUILTS" ON THE FINISHED BASE SHALL BE SUPPLIED TO THE EOR, AND APPROVED BEFORE ANY ASPHALT PAVEMENT IS CONSTRUCTED.

6. LABORATORY PROCTOR COMPACTION TESTS (T-180) SHALL BE PERFORMED ON ALL MATERIAL, SUB-GRADE AND BASE. LIMEROCK BEARING RATIONS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE CITY.

PAVEMENT MARKING & SIGNAGE:

1. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND CITY ENGINEERING STANDARDS.

2. ALL PAVEMENT MARKINGS AND STRIPING SHALL BE TWO COATS OF TRAFFIC PAINT EXCLUDING STOP BARS AND TURN ARROWS WHICH SHALL BE THERMOPLASTIC. PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS. IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL IN ACCORDANCE WITH SECTION 78-344 OF THE LDR. (THIS IS FOR PRIVATE DEVELOPMENTS AND EXCLUDES PUBLIC RIGHT OF WAY)

3. PARKING STALLS STRIPING SHALL BE TWO COATS OF PAINT.

POLLUTION PREVENTION:

1. THE CONTRACTOR SHALL CONTINUOUSLY ENSURE THAT THE PERIMETER OF THE SITE, INCLUDING CONSTRUCTION ENTRANCES, IS SECURED FROM ALLOWING DEBRIS TO LEAVE THE SITE DUE TO CONSTRUCTION ACTIVITY OR RAINFALL EVENTS. A WEEKLY LOG SHALL BE UPDATED AND KEPT ON-SITE IN ACCORDANCE WITH THE NPDES PERMIT. BY BIDDING DOCUMENTS CONTRACTOR ACKNOWLEDGES HE/SHE IS AWARE OF NPDES GUIDELINES AND POLICIES AS WELL AS BEST MANAGEMENT PRACTICES AND ASSUMES SOLE RESPONSIBILITY FOR FINES IMPOSED BY GOVERNMENTAL AGENCIES DUE TO VIOLATIONS.

PROJECT RECORD DOCUMENTS:

A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.

B. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS,SHOWING THE LOCATIONS AND APPLICABLE GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN OR INVERT AND EDGES OF PAVEMENT AT 50 FOOT INTERVALS, INCLUDING LOCATIONS AND ELEVATIONS OF ALL HIGH AND LOW POINTS.

C. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS, AND ELEVATIONS OF ALL IMPROVEMENTS IN A FORMAT APPROVED BY CITY PUBLIC UTILITIES / ENGINEERING DEPARTMENT.

D. "AS-BUILT" INFORMATION OF GRAVITY SEWERS MUST CONTAIN LOCATION OF SERVICE LATERALS. STATIONING OF BOTH THE WYE, CLEAN-OUTS, AND THE SERVICE END MUST ALSO BE INCLUDED.

E. "AS-BUILT" INFORMATION OF WATER DISTRIBUTION SYSTEMS MUST CONTAIN LOCATIONS OF ALL VALVES, FITTINGS, FIRE HYDRANTS, SERVICES AND APPURTENANCES. TOP OF PIPE ELEVATIONS ALONG THE WATER MAIN ARE REQUIRED AT INTERVALS OF 100 FEET (MAXIMUM).

F. ALL "AS-BUILT" INFORMATION ON ELEVATIONS SHALL BE CERTIFIED BY A FLORIDA PROFESSIONAL SURVEYOR & MAPPER

G. "AS-BUILTS" OF WATER LINES SHALL BASED ON PORT ST LUCIE UTILITY DEPARTMENT WRITTEN SPECIFICATIONS.

H, "AS-BUILTS" OF ALL GRAVITY SANITARY SEWER LINES SHALL INCLUDE THE FOLLOWING INFORMATION:
1. RIMS, INVERTS AND LENGTH OF PIPING BETWEEN STRUCTURES AS WELL AS SLOPES.
2. THE STUB ENDS OF ALL SEWER LATERALS SHALL BE LOCATED, AND IF THERE ARE ANY CLEANOUTS INSTALLED ON THE SEWER LATERALS, THEN THE INVERT ELEVATION OF THESE CLEANOUTS NEED TO BE OBTAINED.

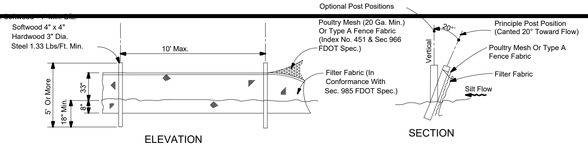
I. "AS-BUILTS" OF ALL DRAINAGE LINES SHALL INCLUDE THE FOLLOWING INFORMATION:
1. RIMS, INVERTS AND LENGTH OF PIPING BETWEEN STRUCTURES AND WEIR ELEVATIONS IF APPLICABLE.
2. THE SIZE OF THE PIPING SHALL BE VERIFIED BY THE SURVEY CREW AT THE TIME OF "AS-BUILT".
3. DRAINAGE WELL STRUCTURE "AS-BUILTS" SHALL INCLUDE, BUT NOT BE LIMITED TO, TOP OF CASING ELEVATION, TOP AND BOTTOM ELEVATIONS OF THE BAFFLE WALLS, RIM ELEVATIONS AND INVERTS OF PIPING,

J. ALL ROCK "AS-BUILTS" FOR PARKING LOT AREAS SHALL CONSIST OF THE FOLLOWING:
1. ROCK ELEVATIONS AT ALL HIGH AND LOW POINTS, AND AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY.
2. ROCK "AS-BUILTS" SHALL BE TAKEN AT ALL LOCATIONS WHERE THERE IS A FINISH GRADE ELEVATION SHOWN ON THE DESIGN PLANS.
3. ALL CATCH BASIN AND MANHOLE RIM ELEVATIONS SHALL BE SHOWN.
4. ELEVATIONS AROUND ISLAND AREAS WILL ALSO BE REQUIRED.
5. WHERE CONCRETE IS TO BE USED AS A FINISHED PRODUCT FOR THE ROADWAY OR PARKING LOT ROCK "AS-BUILTS" WILL BE REQUIRED AS INDICTED ABOVE, AS WELL AS "AS-BUILTS" ON THE FINISHED CONCRETE AT LOCATIONS WHERE THERE IS A FINISH GRADE ELEVATION SHOWN ON THE DESIGN PLANS.
6. "AS-BUILTS" SHALL BE TAKEN ON ALL PAVED AND UNPAVED SWALES, PRIOR TO PLACEMENT OF ASPHALT OR TOPSOIL/SOD, AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY AND CONFORMANCE TO THE PLAN DETAILS.

K. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS, "AS-BUILTS", BASED ON CITY UTILITY DEPARTMENT AND CITY ENGINEERING DEPARTMENT REQUIREMENTS AND SPECIFICATIONS.

PROJECT CLOSEOUT:

CLEANING UP:
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CL

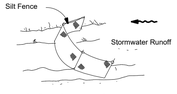


ELEVATION SECTION

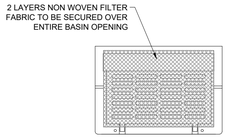
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE ~V SILT FENCE

1. Type ~~~ Silt Fence to be used at most locations. Where used in Ditches the spacing for Type ~~~ Silt Fence shall be in accordance with char 1, Sheet 1.
2. Type ~V Silt Fence to be used where large sediment loads anticipated. Suggested use is where fill slope is 1:2 or steeper and length of slope exceeds 25 feet. Avoid use where the detained water may back into travel lanes or off the right of way.
3. Do not construct silt fences across permanent flowing watercourses. Silt fences are to be at upland locations and turbidity barriers used at permanent bodies of water.
4. Where used as slope protection, Silt Fence is to be constructed on 0% longitudinal grade to avoid channelizing runoff along the length of fence.



Silt Fence Protection in Ditches with Intermittent Flow

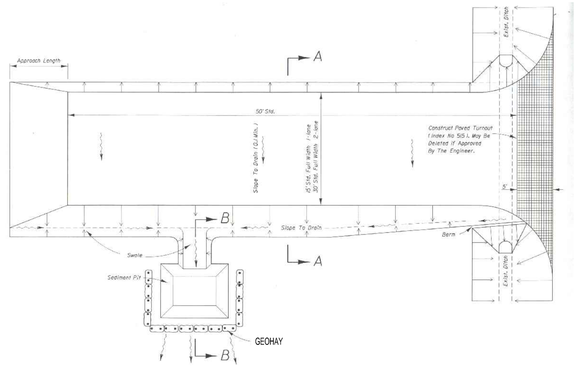


CATCH BASIN INLET PROTECTION DETAIL

NOT TO SCALE

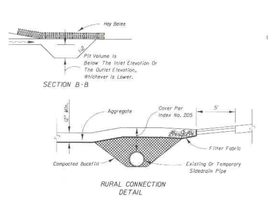


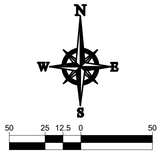
Silt Fence Protection Around Ditch Bottom Inlets.

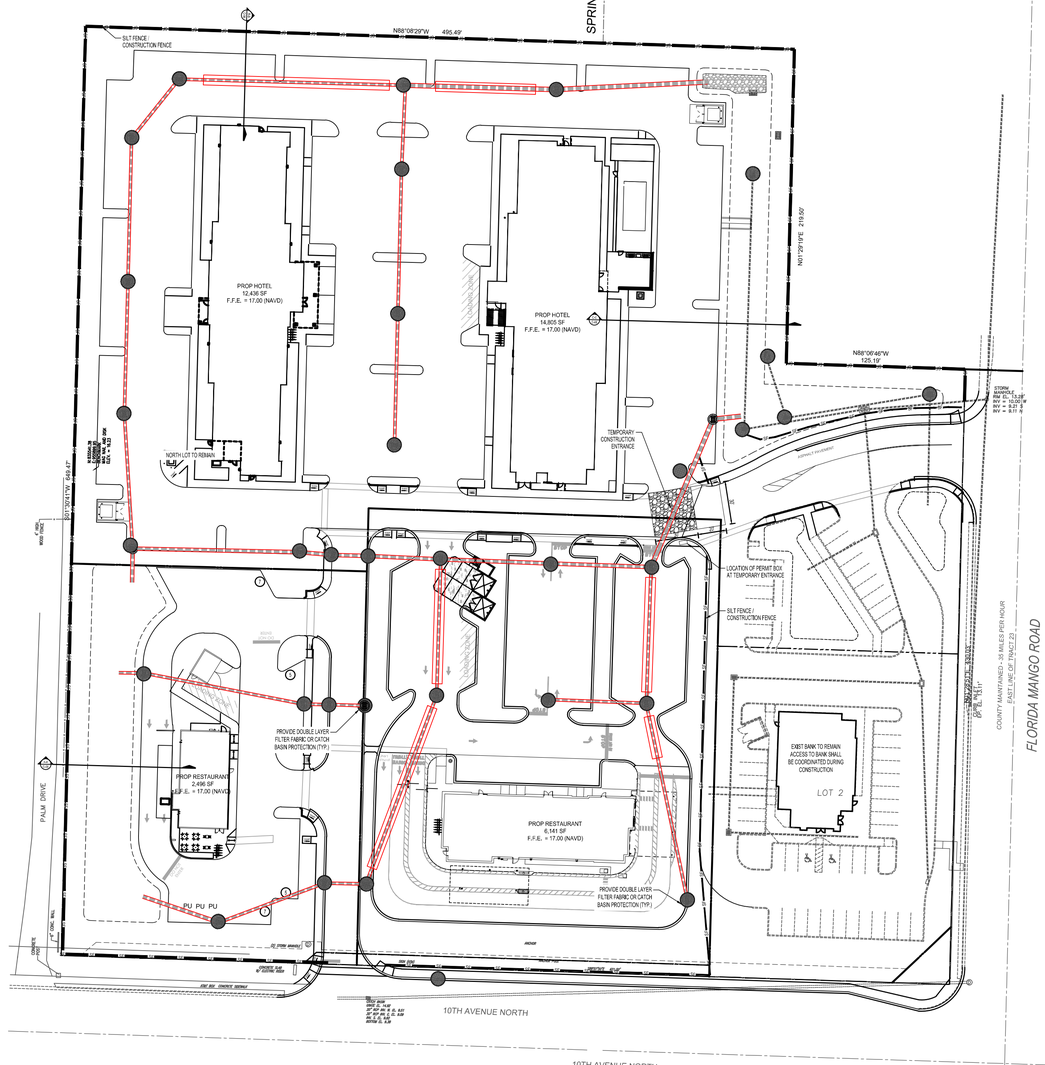


SOIL TRACKING PREVENTION TYPE A

SCALE: NONE







EROSION CONTROL NOTES:

1. CONTRACTOR SHALL MAINTAIN EROSION CONTROL FACILITIES DURING THE ENTIRE CONSTRUCTION PERIOD. FACILITIES ARE NOT TO BE REMOVED UNTIL COMPLETION OF THE PROJECT AND THE SITE IS STABILIZED.
2. ADDITIONAL DEVICES MAY BE REQUIRED AS DEEMED NECESSARY BY GOVERNING AUTHORITIES.
3. SILT FENCES SHALL BE CLEANED OR REPLACED WHEN TRAPPED SEDIMENT REACHES 50 PERCENT OF THE ABOVE GROUND FENCE HEIGHT OR A LOWER HEIGHT BASED ON MANUFACTURER'S SPECIFICATIONS.
4. SEDIMENT AND EROSION CONTROL MEASURES WILL BE INSPECTED ON A DAILY BASIS AND REPAIRED, ADJUSTED AND MAINTAINED AS NEEDED OR REQUIRED BY GOVERNING AGENCIES AT NO ADDITIONAL EXPENSE TO THE OWNER TO PROVIDE EROSION AND SEDIMENT CONTROL FOR THE DURATION OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS ARE STABILIZED.
5. ALL GRADED AREAS SHALL BE STABILIZED WITH A PERMANENT FAST GROWING COVER AND/OR MULCH UPON COMPLETION OF GRADING OPERATIONS. COMPLETION OF GRADING OPERATIONS DOES NOT MEAN AT THE END OF THE PROJECT. AS SOON AS FINAL GRADES ARE ESTABLISHED IN AN UNPAVED AREA, THE CONTRACTOR SHALL STABILIZE WITH A TEMPORARY GRASS OR PERMANENT SOD. IF A TEMPORARY GRASS IS APPLIED, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO APPLY A PERMANENT SEED OR SOD AT THE PROPER TIME OF YEAR.
6. FILL SLOPES SHOULD BE PLANTED AS SOON AS AN AREA OF THE SITE IS BROUGHT TO FINAL GRADE. SURFACE RUNOFF SHALL BE INTERCEPTED AT THE TOP OF TEMPORARY AND PERMANENT SLOPES DURING CONSTRUCTION SO THAT WATER IS NOT ALLOWED TO FLOW OVER THE SLOPE FACE.
7. THE GENERAL CONTRACTOR AND THE GRADING CONTRACTOR SHALL REVIEW THEIR PROPOSED GRADING SEQUENCE TO INSURE THAT THE LEAST AMOUNT OF LAND POSSIBLE AT ANY ONE TIME IS DISTURBED WITHOUT PERMANENT STABILIZATION.
8. CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION ENTRANCES PRIOR TO ANY EARTHWORK OPERATIONS.
9. CONTRACTOR SHALL MAINTAIN SILT FENCES FOR THE DURATION OF THE PROJECT UNTIL ACCEPTED BY THE OWNER AT NO EXPENSE TO OWNER.
10. LAND DISTURBING ACTIVITIES BE KEPT TO A MINIMUM AND WILL NOT EXTEND BEYOND THE LIMITS SHOWN.
11. THE CONTRACTOR SHALL CONSTRUCT THE SILT FENCING AS SHOWN AT THE PERIMETER OF THE SITE PLAN PRIOR TO LAND CLEARING ACTIVITIES.
12. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE COMPLIANCE WITH THE NPDES STORMWATER REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, INSPECTION REQUIREMENTS.
13. ALL EROSION CONTROL MEASURES EXCEPT THE REQUIRED RIP RAP ARE TEMPORARY DEVICES. THESE TEMPORARY DEVICES SHALL BE REMOVED PRIOR TO COMPLETION OF CONSTRUCTION ONCE STABILIZATION OF ALL GRASSED AREAS ARE COMPLETE.
14. PRIOR TO CONSTRUCTION, THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN HEREON SHALL BE IN PLACE. CLEARING AND GRUBBING OPERATIONS WILL BE ENGAGED IN ONLY AS NECESSARY TO ALLOW THE PLACEMENT OF EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN HEREON UNTIL ALL SUCH MEASURES ARE IN PLACE.
15. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC., REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.

NOTES

1. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING.
2. ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH COUNTY AND LOCAL UTILITY COMPANY REQUIREMENTS. ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
3. CONTRACTOR SHALL REFER TO CONSTRUCTION PHASING PLANS FOR ORDER OF REMOVAL OF ANY UTILITIES AND/OR STRUCTURES.

LEGEND:

- SF — PROPOSED SILT FENCE
- SOIL TRACKING PREVENTION MAT
- INLET/STRUCTURE PROTECTION
- LIMITS OF DISTURBANCE AREA OF DEMOLITION, CLEARING & GRUBBING

811 Know what's below. Call before you dig.

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-EROSION-PLAN

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

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November 3, 2023
FLORIDA LICENSE NUMBER
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

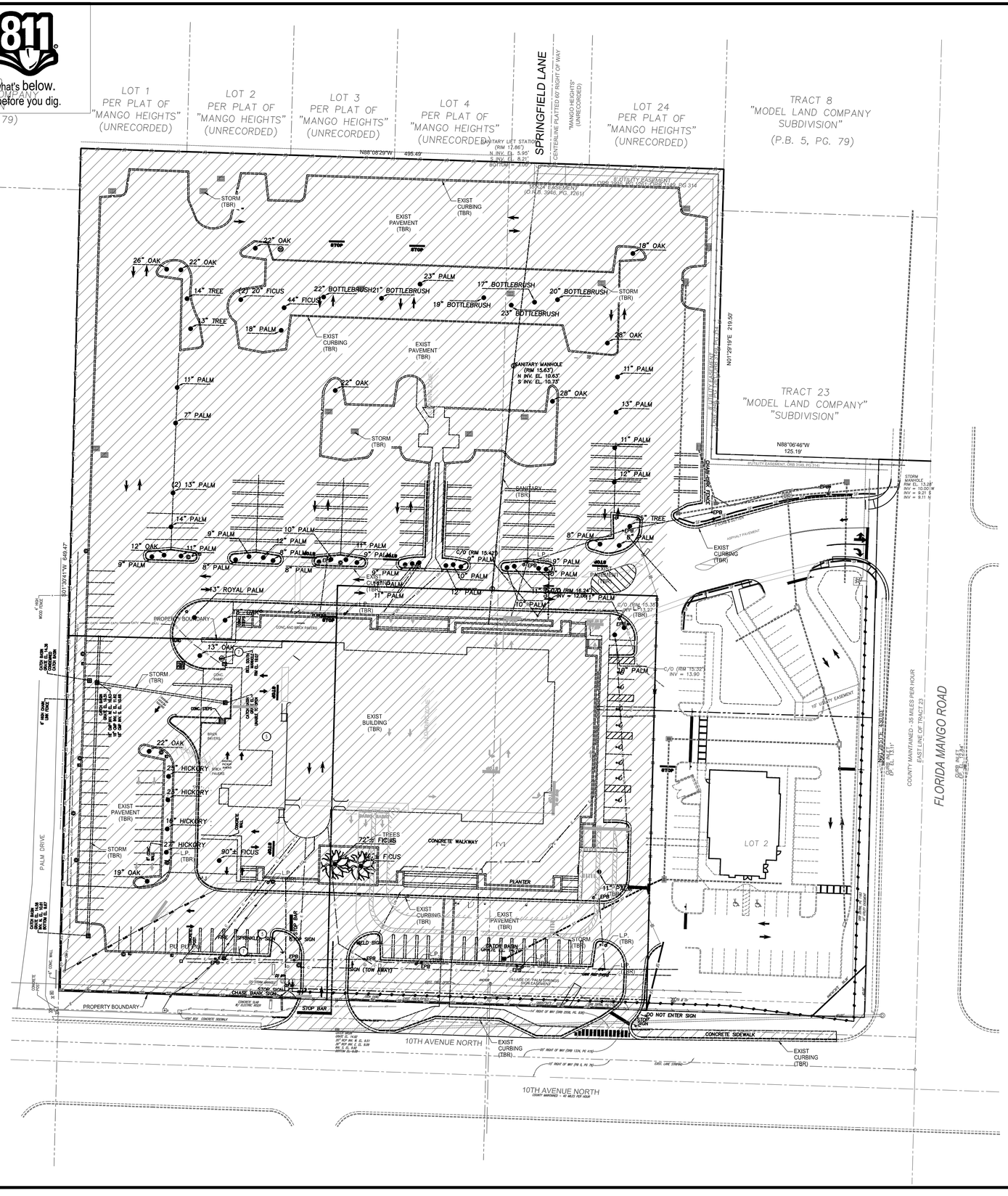
EROSION CONTROL PLAN

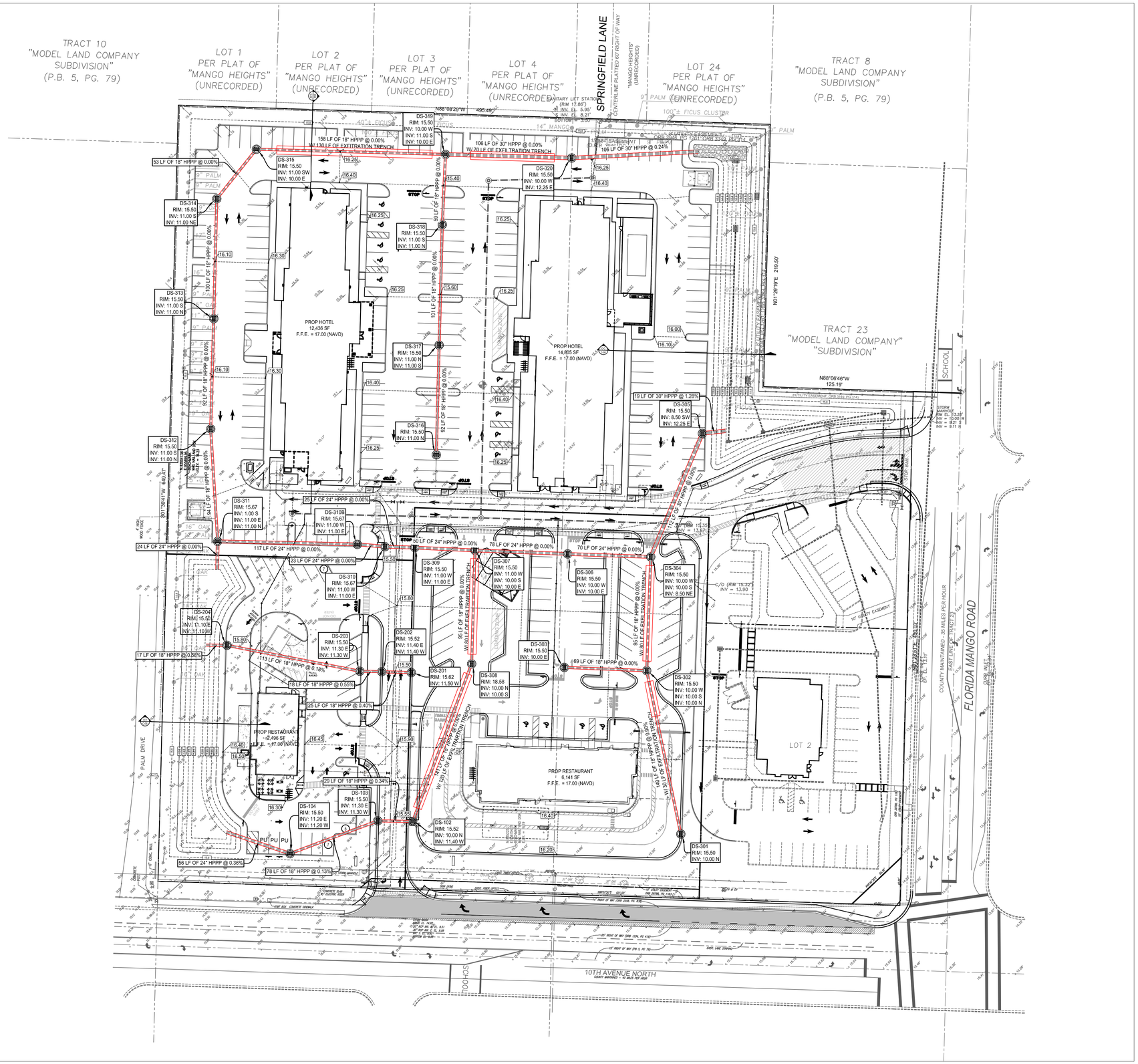
SHEET NUMBER:

C-02

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:02 AM by Brandon Ulmer
N:_PROJECTS\FJ230012 - 10TH AVE & FLORIDA MANGO RD, PALM SPRINGS\DWG\FJ230012-EROSION-PLAN-----XAVIER_C-02 EROSION CONTROL PLAN


Know what's below.
Call before you dig.
TRACT 10
ODEL LAND COMPANY
SUBDIVISION
(P.B. 5, PG. 79)
LOT 1
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 2
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 3
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 4
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
SPRINGFIELD LANE
CENTERLINE PLATTED 80' RIGHT OF WAY
"MANGO HEIGHTS"
(UNRECORDED)
LOT 24
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
TRACT 8
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)
TRACT 23
"MODEL LAND COMPANY"
"SUBDIVISION"
LOT 2
N88°08'20"W 495.49'
N88°06'46"W 125.19'
N01°29'19"E 219.55'
S01°30'41"W 649.47'
SANITARY LIFT STATION
(RIM 12.86')
N INV. EL. 5.95'
S INV. EL. 6.21'
BOTTOM = 3.00'
UTILITY EASEMENT
ORB 9946, PG 314
ROAD EASEMENT
(O.R.B. 3946, PG. 1261)
UTILITY EASEMENT, ORB 3946, PG 314
UTILITY EASEMENT, ORB 3946, PG 314
10' UTILITY EASEMENT
PROPERTY BOUNDARY
PALM DRIVE
FLORIDA MANGO ROAD
10TH AVENUE NORTH
COUNTY MAINTAINED - 40 MILES PER HOUR
EAST LINE OF TRACT 23
STORM (TBR)
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
SANITARY MANHOLE (RIM 15.63') N INV. EL. 10.63' S INV. EL. 10.73'
STORM MANHOLE RIM EL. 13.28' INV = 10.00' W INV = 9.21' S INV = 9.11' N
C/O (RIM 15.42') INV = 9.00'
C/O (RIM 15.30') INV = 13.90'
C/O (RIM 15.37') INV = 13.37'
C/O (RIM 15.24') INV = 12.06'
22" OAK
26" OAK
14" TREE
(2) 20" FICUS
44" FICUS
22" BOTTLEBRUSH
21" BOTTLEBRUSH
23" PALM
17" BOTTLEBRUSH
19" BOTTLEBRUSH
20" BOTTLEBRUSH
23" BOTTLEBRUSH
18" OAK
13" TREE
18" PALM
28" OAK
11" PALM
7" PALM
13" PALM
12" PALM
(2) 13" PALM
14" PALM
9" PALM
10" PALM
12" OAK
11" PALM
8" PALM
35" TREE
6" PALM
13" ROYAL PALM
13" OAK
22" OAK
25" HICKORY
16" HICKORY
27" HICKORY
90"± FICUS
19" OAK
72"± FICUS
TREES
CONCRETE WALKWAY
PLANTER
LOT 2
EXIST BUILDING (TBR)
CONCRETE SIDEWALK
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
LP (TBR)
FIRE SPRINKLER SIGN
STOP SIGN
STOP BAR
DO NOT ENTER SIGN
CHASE BANK SIGN
MAIL BOX
ASPHALT PAVEMENT
CONC. SIDEWALK
CONC. CURB & GUTTER
CONC. STEPS
BRICK PAVERS
CONC. PAVERS
PROPERTY BOUNDARY
10' UTILITY EASEMENT
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
STORM (TBR)
SANITARY (TBR)
LP (TBR)
EPB
EXIST BUILDING (TBR)
CONCRETE
CONC. WALL
4" CONC. WALL
BRICK PAVERS
CONC. PAVERS
CONC. STEPS
CONC. RAMP
CONC. CURB & GUTTER
CONCRETE SIDEWALK
ASPHALT PAVEMENT
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
STORM (TBR)
LP (TBR)
EPB
SIGN (TOW AWAY)
WELD SIGN
STOP BAR
STOP SIGN
DO NOT ENTER SIGN
CONCRETE SIDEWALK
EXIST CURBING (TBR)
10TH AVENUE NORTH
COUNTY MAINTAINED - 40 MILES PER HOUR
10TH AVENUE NORTH
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
STORM (TBR)
LP (TBR)
EPB
VILLAGE OF PALM SPRINGS SIGN EASEMENT
ASPHALT PAVEMENT
CONC. SIDEWALK
CONC. CURB & GUTTER


TRACT 10
"MODEL LAND COMPANY SUBDIVISION"
(P.B. 5, PG. 79)
LOT 1
PER PLAT OF
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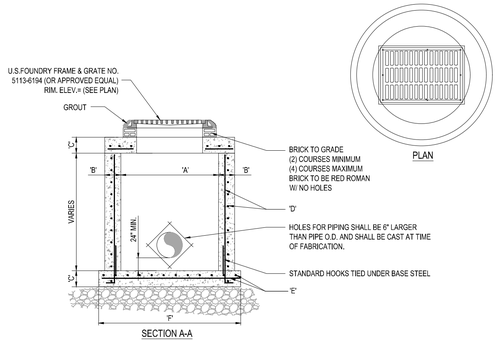
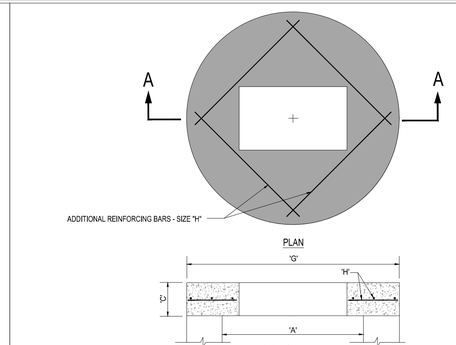
"MANGO HEIGHTS"
(UNRECORDED)
LOT 3
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 4
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
SPRINGFIELD LANE
CENTERLINE PLATTED 60' RIGHT OF WAY
"MANGO HEIGHTS" (UNRECORDED)
LOT 24
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
TRACT 8
"MODEL LAND COMPANY SUBDIVISION"
(P.B. 5, PG. 79)
TRACT 23
"MODEL LAND COMPANY"
"SUBDIVISION"
N88°08'29"W 495.49'
N01°29'19"E 219.50'
N88°06'46"W 125.19'
PROP HOTEL
12,436 SF
F.F.E. = 17.00 (NAVD)
PROP HOTEL
14,805 SF
F.F.E. = 17.00 (NAVD)
PROP RESTAURANT
6,141 SF
F.F.E. = 17.00 (NAVD)
PROP RESTAURANT
2,496 SF
F.F.E. = 17.00 (NAVD)
LOT 2
158 LF OF 18" HPPP @ 0.00%
W/ 130 LF OF EXFILTRATION TRENCH
106 LF OF 30" HPPP @ 0.00%
W/ 70 LF OF EXFILTRATION TRENCH
106 LF OF 30" HPPP @ 0.24%
53 LF OF 18" HPPP @ 0.00%
100 LF OF 18" HPPP @ 0.00%
92 LF OF 18" HPPP @ 0.00%
92 LF OF 18" HPPP @ 0.00%
101 LF OF 18" HPPP @ 0.00%
95 LF OF 18" HPPP @ 0.00%
W/ 80 LF OF EXFILTRATION TRENCH
95 LF OF 18" HPPP @ 0.00%
W/ 80 LF OF EXFILTRATION TRENCH
117 LF OF 18" HPPP @ 0.00%
W/ 100 LF OF EXFILTRATION TRENCH
50 LF OF 24" HPPP @ 0.00%
78 LF OF 24" HPPP @ 0.00%
70 LF OF 24" HPPP @ 0.00%
19 LF OF 30" HPPP @ 1.28%
125 LF OF 30" HPPP @ 0.00%
117 LF OF 24" HPPP @ 0.00%
25 LF OF 24" HPPP @ 0.00%
23 LF OF 24" HPPP @ 0.00%
24 LF OF 24" HPPP @ 0.00%
17 LF OF 18" HPPP @ 0.58%
113 LF OF 18" HPPP @ 0.16%
18 LF OF 18" HPPP @ 0.55%
25 LF OF 18" HPPP @ 0.40%
29 LF OF 18" HPPP @ 0.34%
56 LF OF 24" HPPP @ 0.36%
78 LF OF 18" HPPP @ 0.13%
69 LF OF 18" HPPP @ 0.00%
DS-319 RIM: 15.50 INV: 10.00 W INV: 11.00 S INV: 10.00 E
DS-315 RIM: 15.50 INV: 11.00 SW INV: 10.00 E
DS-314 RIM: 15.50 INV: 11.00 S INV: 11.00 NE
DS-313 RIM: 15.50 INV: 11.00 S INV: 11.00 N
DS-312 RIM: 15.50 INV: 11.00 S INV: 11.00 N
DS-318 RIM: 15.50 INV: 11.00 S INV: 11.00 N
DS-317 RIM: 15.50 INV: 11.00 N INV: 11.00 S
DS-316 RIM: 15.50 INV: 11.00 N
DS-320 RIM: 15.50 INV: 10.00 W INV: 12.25 E
DS-305 RIM: 15.50 INV: 8.50 SW INV: 12.25 E
DS-311 RIM: 15.67 INV: 1.00 S INV: 11.00 E INV: 11.00 N
DS-310B RIM: 15.67 INV: 11.00 W INV: 11.00 E
DS-310 RIM: 15.67 INV: 11.00 W INV: 11.00 E
DS-309 RIM: 15.50 INV: 11.00 W INV: 11.00 E
DS-307 RIM: 15.50 INV: 11.00 W INV: 10.00 S INV: 10.00 E
DS-306 RIM: 15.50 INV: 10.00 W INV: 10.00 E
DS-304 RIM: 15.50 INV: 10.00 W INV: 10.00 S INV: 8.50 NE
DS-303 RIM: 15.50 INV: 10.00 E
DS-308 RIM: 18.58 INV: 10.00 N INV: 10.00 S
DS-302 RIM: 15.50 INV: 10.00 W INV: 10.00 S INV: 10.00 N
DS-204 RIM: 15.50 INV: 11.10 E INV: 11.10 W
DS-203 RIM: 15.55 INV: 11.30 E INV: 11.30 W
DS-202 RIM: 15.52 INV: 11.40 E INV: 11.40 W
DS-201 RIM: 15.62 INV: 11.50 W
DS-103 RIM: 15.50 INV: 11.30 E INV: 11.30 W
DS-104 RIM: 15.50 INV: 11.20 E INV: 11.20 W
DS-102 RIM: 15.52 INV: 10.00 N INV: 11.40 W
DS-301 RIM: 15.50 INV: 10.00 N
SANITARY LIFT STATION (RIM 17.86') N. INV. EL. 5.95' S. INV. EL. 8.21' BOTTOM = 0.00'
STORM INLET RIM EL. = 13.28' INV = 10.00 W INV = 9.21 N INV = 9.11 N
STORM MANHOLE RIM EL. = 15.32' INV = 13.90
STORM INLET RIM EL. = 15.35' INV = 13.82'
STORM INLET RIM EL. = 13.71'
24" STORM PIPE
18" STORM PIPE
30" STORM PIPE
24" STORM PIPE
24" STORM PIPE
24



TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
C-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
C-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
C-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
C-8	8'-0" Ø	10"	10"	2- W.W.M. w/ # 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

1 PRECAST CIRCULAR VALLEY INLET

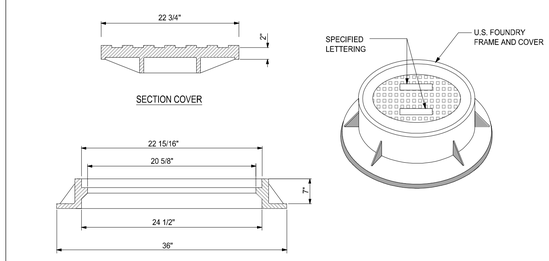
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
C-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
C-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 8" C.C.E.W.
C-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
C-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
C-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

2 PRECAST CONCRETE-TOP SLAB

SCALE: NONE

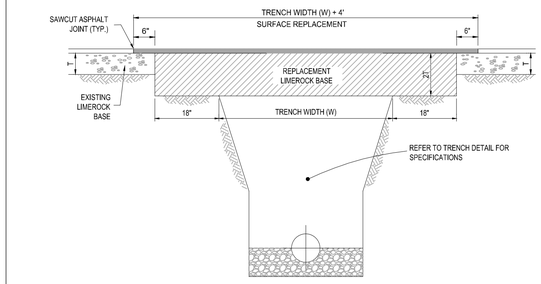


NOTE:

1. RING AND COVER TO BE TYPE U.S.F. No. 420-C

3 MANHOLE FRAME DETAIL

SCALE: NONE

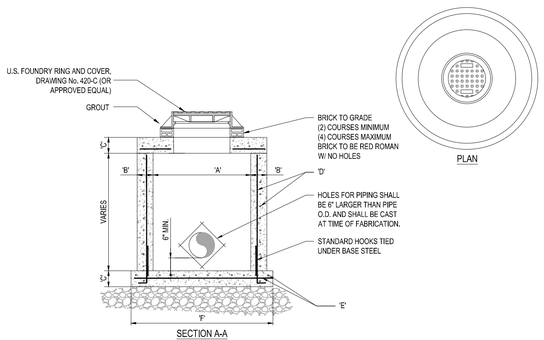


NOTES:

1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 8", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED PARALLEL TO OR PERPENDICULAR TO THE ROADWAY.
5. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED.
6. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE (MINIMUM 1" THICKNESS).
7. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS).
8. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.

4 PAVEMENT RESTORATION DETAIL

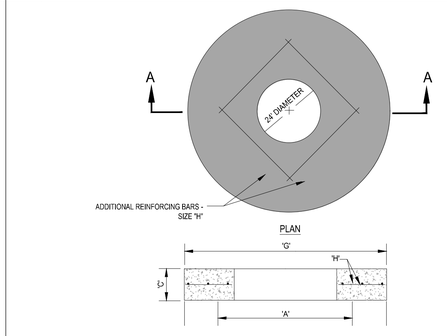
SCALE: NONE



TYPE	"A"	"B"	"C"	"D"	"E"	"F"
M-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
M-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
M-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
M-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
M-8	8'-0" Ø	10"	10"	2- W.W.M. w/ 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

5 PRECAST CIRCULAR DRAINAGE MANHOLE

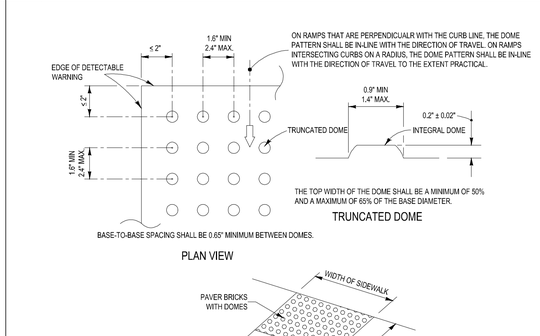
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
M-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
M-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 8" C.C.E.W.
M-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
M-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
M-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

6 PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES

SCALE: NONE

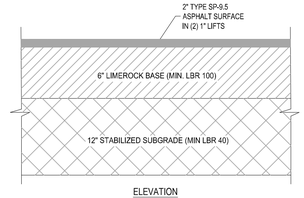


-ALL CURB RAMPS INCLUDING DETECTABLE WARNING SHALL BE CONSTRUCTED PER FDOT INDEX 304 LATEST EDITION
-ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 mm) FROM THE BACK OF CURB.

7 ADA RAMP DETECTABLE WARNING DETAIL

SCALE: NONE

Asphalt Pavement Area			
Pavement	2" x 0.44 / 1"	0.88	
Base	8" x 0.18 / 1"	1.44	
Subgrade	12" x 0.08 / 1"	0.96	
		3.28	3.28 > 2.5



8 STANDARD ASPHALT PAVEMENT DETAIL

SCALE: NONE

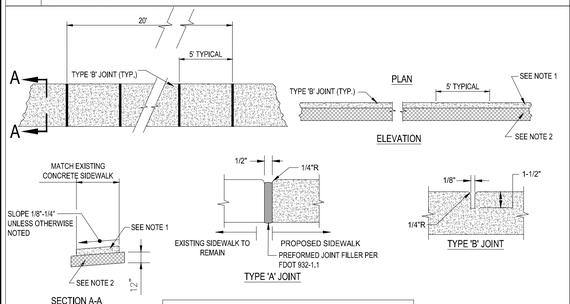


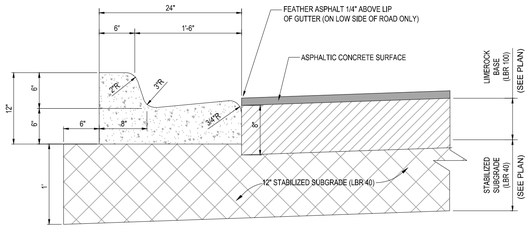
TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALK
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

NOTES:

1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6",
2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180. (12" THICKNESS)
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS, UNLESS OTHERWISE NOTED.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.

9 SIDEWALK DETAILS

SCALE: NONE

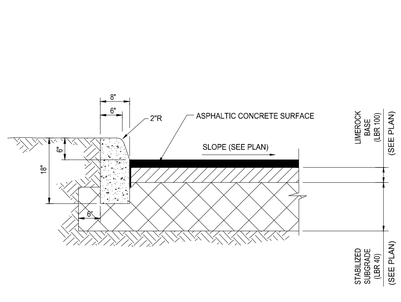


NOTE :

1. WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" INSTEAD OF 7 1/2",
2. REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS
3. LIMEROCK BASE SHALL BE COMPACTED TO A 98% MAX. DENSITY PER A.A.S.H.T.O. (T-180)

10 TYPE 'F' CURB & GUTTER DETAIL

SCALE: NONE

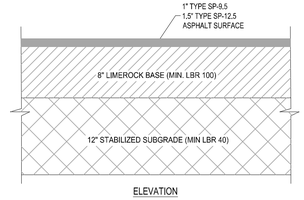


NOTE: CONTRACTOR TO ENSURE NO COLD JOINTS ARE CREATED DURING THE INSTALLATION PROCESS (GENERALLY HORIZONTAL), ANY CURB DETERMINED TO HAVE A COLD JOINT AFTER PLACEMENT SHALL BE REMOVED / REPLACED AT THE CONTRACTORS EXPENSE

11 CONCRETE CURB (TYPE 'D') DETAIL

SCALE: NONE

Asphalt Pavement Area			
Pavement	2.5" x 0.44 / 1"	1.10	
Base	8" x 0.18 / 1"	1.44	
Subgrade	12" x 0.08 / 1"	0.96	
		3.50	



12 HEAVY DUTY ASPHALT PAVEMENT DETAIL

SCALE: NONE

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE
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1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345 This item has been electronically signed and sealed by Brandon Ulmer, P.E. on 11/3/23 using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-PGD-DETAILS

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

BRANDON M. ULMER
No. 68345
PROFESSIONAL ENGINEER
STATE OF FLORIDA
November 3, 2023
FLORIDA LICENSE No. 58345
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION No. 27528

SHEET TITLE:

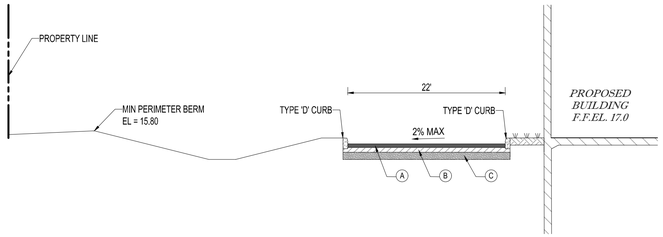
PGD DETAILS

SHEET NUMBER:

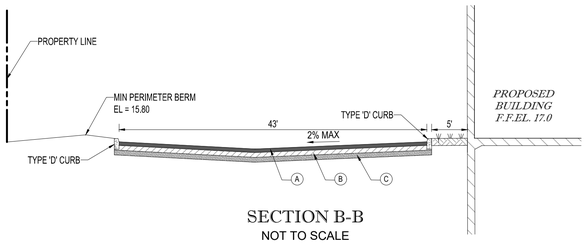
C-05

ELEVATIONS BASED ON NAVD '88

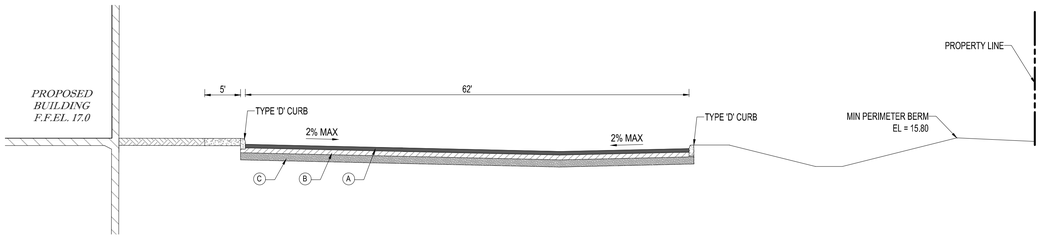
Printed on Friday, November 03, 2023, 9:02 AM by Brandon Ulmer — M:\JOBS\FJ\FJ230012-PGD-DETAILS\FJ230012-PGD-DETAILS.dwg



SECTION A-A
NOT TO SCALE



SECTION B-B
NOT TO SCALE



SECTION C-C
NOT TO SCALE

PAVEMENT LEGEND

(A) WEARING SURFACE
INSTALLATION OF THE 2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE . PARKING AREAS MAY PROVIDE (2) - 3/4" LIFTS.

(B) 8" LIME ROCK BASE
LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100) WITH ENGINEER'S APPROVAL. LIMEROCK SHALL EXTEND 12" BEYOND ASPHALT LIMITS.

(C) SUB-BASE: 12" STABILIZED SUB-BASE (LBR 100) COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180.
SUB-BASE SHALL EXTEND 12" BEYOND LIMEROCK / CONCRETE LIMITS.

(D) CONCRETE SIDEWALK:
4" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.

(E) COMPACTED SUB-BASE :
12" COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

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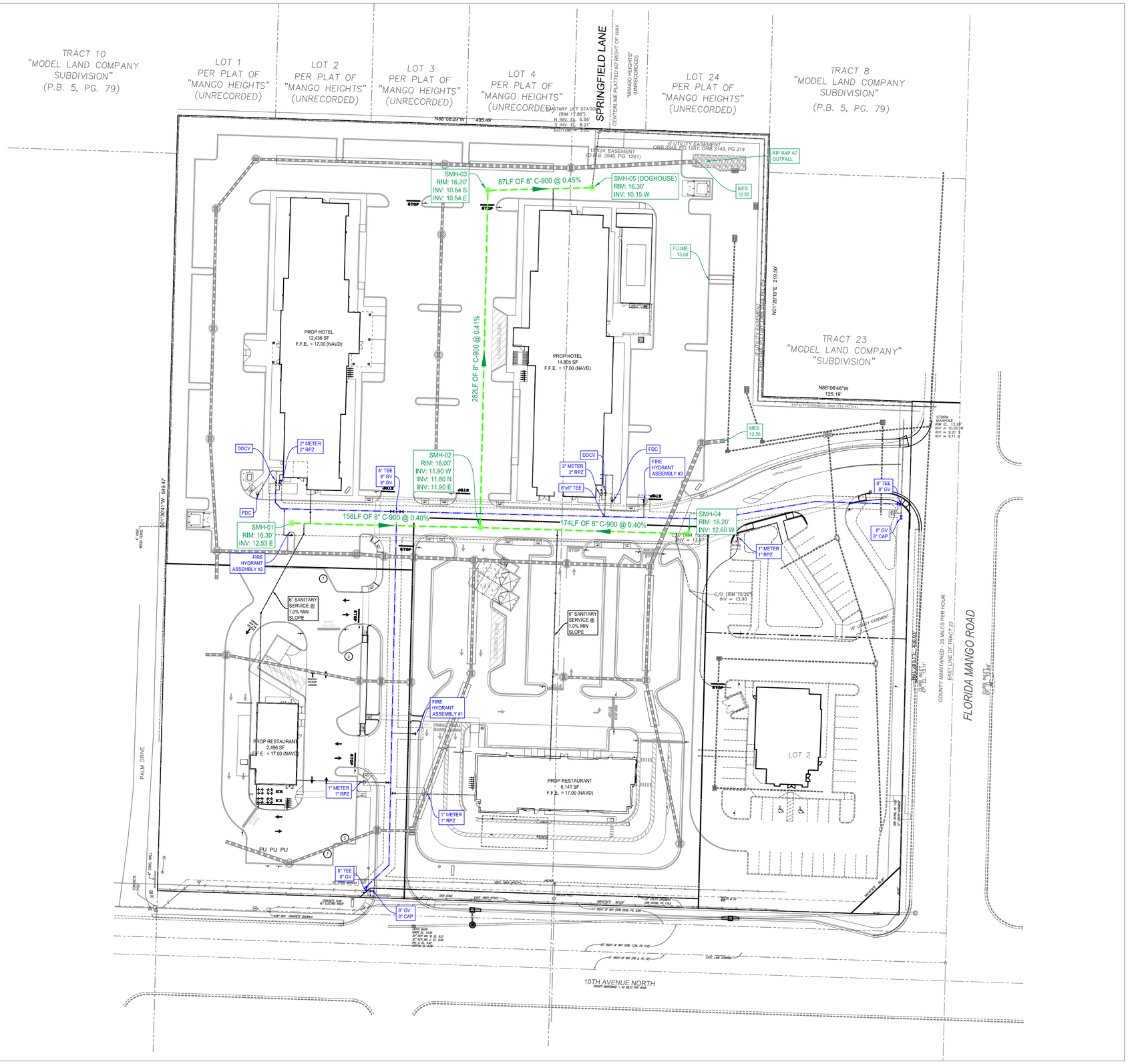

HATCH LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE
- PROPOSED ASPHALT PAVEMENT

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1902 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

BRANDON ULMER
No. 68345
STATE OF FLORIDA
PROFESSIONAL ENGINEER
November 3, 2023
FLORIDA LICENSE NO. 68345
FLORIDA BOARD OF PROF. ENGINEERS, DEPT. No. 27528

SHEET TITLE:

UTILITY PLAN

SHEET NUMBER:

C-07

ELEVATIONS BASED ON NAVD '88

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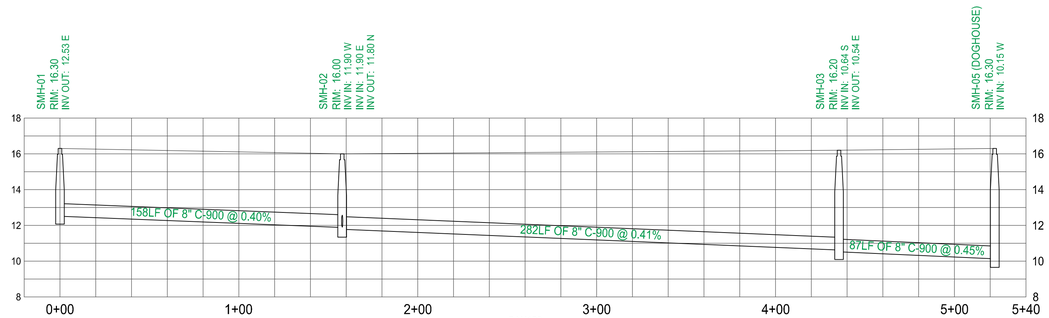
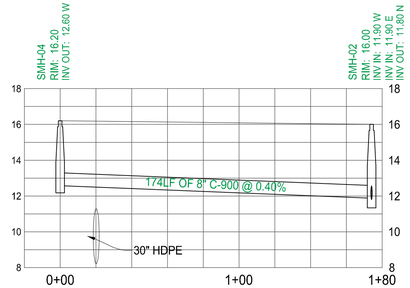


SAN123
HORIZONTAL SCALE: 40
VERTICAL SCALE: 4



SAN224
HORIZONTAL SCALE: 40
VERTICAL SCALE: 4

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY-PROFILES

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

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FLORIDA BUSINESS CERTIFICATE No. 27528

SHEET TITLE:

UTILITY PROFILES

SHEET NUMBER:

C-08

ELEVATIONS BASED ON NAVD '88

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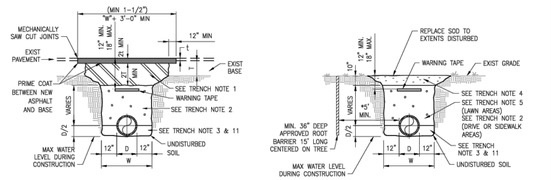


EXISTING PAVED AREAS

NON-PAVED AREAS

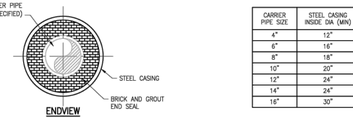
NOTES:

1. PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.

   BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12". BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2. FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
3. FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
4. NATURAL TOP SOIL GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
5. FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
6. EXCAVATIONS SHALL BE DEWATERED, WHERE APPLICABLE, TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
7. BEDDING AND BACKFILL MATERIAL SHALL BE AS SPECIFIED.
8. LIMEROCK BASE SHALL BE AS SPECIFIED.
9. TYPE S-III OR SP 9.5 ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
10. OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND "OSHA TRENCH EXCAVATION STANDARDS".
11. BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED LIMEROCK (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-180).
12. *ROOT BARRIER IS REQUIRED FOR APPROVED TREE INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
13. APPROVED MAGNETIC TAPE IS REQUIRED FOR : ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
14. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
15. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.

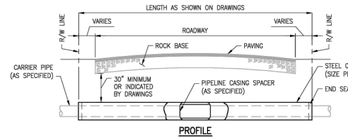
G01

TYPICAL UTILITY TRENCH BACKFILL AND BEDDING



ENDVIEW

CARRIER PIPE SIZE	STEEL CASING INSIDE DIA (MIN)	MINIMUM WALL THICKNESS
4"	12"	.250
6"	16"	.250
8"	18"	.250
10"	20"	.250
12"	24"	.250
14"	24"	.250
16"	30"	.250



PROFILE

NOTES:

1) CARRIER PIPE JOINTS SHALL BE RESTRAINED JOINTS AS SPECIFIED. RESTRAINED JOINT REQUIREMENT SHALL ALSO INCLUDE ALL PIPE JOINTS WITHIN 20 FEET OF THE END SEAL (MINIMUM).
2) JACK AND BORE CASING AND ACCESSORIES SHALL BE AS SPECIFIED.
3) INSTALLATION OF JACK AND BORE CASING ONLY ALLOWED PER VILLAGE AND ENGINEER'S APPROVAL.
4) A TO-SCALE PROFILE DRAWING FOR EACH UTILITY MAIN JACK AND BORE ARE REQUIRED. ALL RELEVANT DATA MUST BE SHOWN (LENGTH AND SIZE OF CASING, PIPE CONFLICTS, ELEVATIONS, ETC.).
5) THICKER WALL CASINGS AND LARGER COVER OVER CASING MAY BE REQUIRED BY THE RIGHT-OF-WAY AUTHORITY.
6) STEEL CASING SHALL BE COATED INSIDE AND OUTSIDE WITH COAL TAR EPOXY (MIN. 16 MILS DFT).
7) STEEL CASINGS SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION A139 (STRAIGHT SEAM PIPE ONLY) GRADE "B" WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.
8) STAINLESS STEEL CASING SPACER (CASCADE OR EQUAL).

G02

JACK AND BORE CASING INSTALLATION

GENERAL NOTES AND SPECIFICATIONS

PRE-CONSTRUCTION ACTIVITIES

A. A PRE-CONSTRUCTION CONFERENCE WITH THE VILLAGE, ENGINEER OF RECORD, AND CONTRACTOR SHALL BE HELD PRIOR TO BEGINNING OF UTILITY CONSTRUCTION.

B. SHOP DRAWINGS SHALL BE SUBMITTED AND APPROVED BY THE VILLAGE AND ENGINEER OF RECORD PRIOR TO UTILITY CONSTRUCTION INCLUDING: PRE-CONSTRUCTION VIDEO AND ALL MATERIALS BEING USED IN THE PROJECT.

INSPECTIONS

A. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO ANY REQUIRED INSPECTION OF THE CONSTRUCTION OF UTILITY IMPROVEMENT.

B. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD NO LATER THAN 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING SYSTEMS.

SHOP DRAWINGS

A. PRIOR TO UTILITY CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED/APPROVED BY THE ENGINEER OF RECORD INCLUDING BUT NOT LIMITED TO: PRE-CONSTRUCTION VIDEO, VALVES, FIRE HYDRANTS, TAPPING SLEEVES AND VALVES, CORPORATION STOPS, PIPING MATERIALS AND FITTINGS, MANHOLES AND MISCELLANEOUS ACCESSORIES, AS APPLICABLE.

MAINTENANCE OF TRAFFIC

A. TRAFFIC REGULATION

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.
2. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT STANDARD INDEX 600 SERIES, AND PALM BEACH COUNTY ENGINEERING – TRAFFIC.
3. ALL OPEN TRENCHES AND EXCAVATIONS ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
4. NO TRENCHES OR EXCAVATIONS NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS SHALL BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE VILLAGE OF PALM SPRINGS OR PALM BEACH COUNTY ENGINEERING DEPARTMENT.

PROJECT CLOSE-OUT

A. CLEANING UP

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR THOSE OF SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY ROADWAY OR DRIVEWAY, SIDEWALK, AND LANDSCAPE WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, SWALES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF CONTRACTORS OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

GENERAL

A. ALL CONSTRUCTION MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH VILLAGE DESIGN CRITERIA, SPECIFICATIONS, AND CONSTRUCTION STANDARDS.

B. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS OBTAINED FOR THE PROJECT.

C. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT.

D. ALL MATERIALS, COATINGS, AND CHEMICALS THAT CONTACT DRINKING WATER SHALL BE IN CONFORMANCE WITH ANSI/NSF STANDARD 61.

REFERENCE DATA

A. ALL ELEVATIONS SHALL BE REFERENCE TO NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.

EXISTING CONDITIONS

A. LOCATIONS, ELEVATIONS DIMENSIONS, AND MATERIAL OF EXISTING UTILITIES ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER UTILITIES IN THE PROJECT AREA. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, AND MATERIAL OF EXISTING UTILITIES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.

UTILITY COORDINATION

A. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL KNOWN UTILITIES LOCATED.

B. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE DISTRICT.

VERTICAL SEPARATION

A. FOR WATER MAINS CROSSING SEWERS, A MINIMUM OF 18-INCHES SHALL BE MAINTAINED FROM THE OUTSIDE OF WATER MAIN TO THE OUTSIDE OF SEWER MAIN. AT THE CROSSING, ONE FULL LENGTH OF WATER MAIN SHALL BE LAID IN SUCH A WAY THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER MAIN AS POSSIBLE.

B. FOR WATER MAINS CROSSING STORM SEWERS AND RECLAIMED WATER MAINS, A MINIMUM OF 12-INCHES SHALL BE MAINTAINED FROM THE OUTSIDE OF WATER MAIN TO THE OUTSIDE OF STORM SEWER RECLAIMED WATER MAIN. AT THE CROSSING, ONE FULL LENGTH OF WATER MAIN SHALL BE LAID IN SUCH A WAY THAT BOTH JOINTS WILL BE AS FAR FROM THE STORM SEWER OR RECLAIMED WATER MAIN AS POSSIBLE.

C. SANITARY SEWERS, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHERVER POSSIBLE.

D. WHERE IS NOT PRACTICAL TO MEET THESE PARAMETERS, SPECIFIC REQUIREMENTS FROM REGULATORY AGENCIES MUST BE FOLLOWED WITH PRIOR APPROVAL FROM THE VILLAGE.

DEWATERING AND EROSION CONTROL

A. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A DEWATERING PERMIT THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, SHOULD DEWATERING ACTIVITIES BE REQUIRED.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION, INSTALLATION MAINTENANCE AND SATISFACTORY OPERATION OF EROSION AND SEDIMENT CONTROL DEVICES/SYSTEMS IN ACCORDANCE WITH SFWMD REQUIREMENTS.

C. ANY DISCHARGE FOR DEWATERING ACTIVITIES SHALL BE FLITTERED AND CONVEYED TO A SEDIMENTATION BASIN IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLID TO OUTFALLS.

D. THE CONTRACTOR SHALL REMOVE THE DEWATERING, EROSION CONTROL, AND SEDIMENT CONTROL DEVICES/SYSTEMS AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN THE AREAS HAVE BEEN STABILIZED.

THOMAS ENGINEERING GROUP
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SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

C-09

ELEVATIONS BASED ON NAVD '88

DESIGN: 2 - Design by	VERIFY SCALE					
DR: 3 - Drawn by	1" = 1"					
CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.					
APVD: 5 - Approved by		No.	DATE	REVISIONS	BY	APVD

FINAL SUBMITTAL

CONSULTANT

VILLAGE OF PALM SPRINGS
VILLAGE UTILITY STANDARDS UPDATED MAY 2019

STANDARD DETAILS GENERAL

DWG NO. 3 OF 46 — SHEET GEN-01
PROJ. NO. 400-080.00
DATE JULY 2, 2019

POTABLE WATER SYSTEM

POLYVINYL CHLORIDE (PVC) PIPE

A. PVC WATER MAIN 4-INCH TO 12-INCH DIAMETER SHALL BE DIMENSIONAL RATIO (DR)-18 MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900 (PRESSURE CLASS 150). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3139. PIPE AND FITTINGS MUST BE ASSEMBLED WITH MONITORED LUBRICANT. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN.

B. PVC WATER MAIN 14-INCH TO 20-INCH DIAMETER SHALL BE DR-18 MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AWWA C905 (PRESSURE TESTING 235). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3139. PIPE AND FITTINGS MUST BE ASSEMBLED WITH MONITORED LUBRICANT. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE.

C. CONNECTIONS FOR PIPE 2-INCH OR GREATER IN DIAMETER SHALL BE RUBBER COMPRESSION RING TYPE. PIPE SHALL BE EXTRUDED WITH INTEGRAL THICKENED WALL BELLS WITHOUT INCREASE IN DIMENSION RATIO (DR). RUBBER RING GASKETS SHALL CONSIST OF SYNTHETIC COMPOUNDS MEETING THE REQUIREMENTS OF ASTM DESIGNATION D869 AND SUITABLE FOR THE DESIGNATED SERVICE.

D. PUSH-ON JOINT RESTRAINS SHALL BE EBAA SERIES 1900 FOR C900 PIPE AND SERIES 1100HV FOR C905 PIPE.

E. FITTINGS: DUCTILE IRON FITTINGS SHALL BE USED ON ALL PVC C900 AND C905 MAINS. FITTINGS SHALL BE AS SPECIFIED BELOW.

DUCTILE IRON PIPE

A. DUCTILE IRON PIPE SHALL BE REQUIRED IN THE FOLLOWING CIRCUMSTANCES:

1. UNDERNEATH PAVED SURFACES.
2. FORCE MAINS 24-INCHES IN DIAMETER AND LARGER.
3. WITHIN 10-FEET OF WASTEWATER FACILITIES OR PIPES.
4. WITHIN 15-FEET OF BUILDINGS, CANALS OR LAKES.
5. CROSSINGS UNDER POTABLE WATER OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.
6. CROSSINGS OVER POTABLE OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.
7. CARRIER PIPE FOR JACK AND BORES (RESTRAINED JOINTS).
8. AERIAL CROSSINGS.
9. WITHIN 500 FEET OF GAS STATION OR UNDERGROUND FUEL STORAGE TANK, WITH EPDM OR VITON GASKETS.
10. DUCTILE IRON PIPE MAY BE MANDATED BY THE VILLAGE IN ANY INSTANCE OF OFF-SITE OR ON-SITE CONSTRUCTION WHERE FUTURE ABUSE TO THE LINE IS POSSIBLE DUE TO LOCATION OR CIRCUMSTANCES, EXTENSIVE LENGTH UNDER PAVEMENT, OR IN PRIVATE PROPERTY AWAY FROM COUNTY RIGHTS-OF-WAY.

DUCTILE IRON PIPE POTABLE WATER SYSTEM

A. DUCTILE IRON PIPE WATER MAIN: PIPE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.51, LATEST REVISIONS, AND UNLESS OTHERWISE NOTED HEREIN THIS SPECIFICATION OR THE DRAWINGS, ALL DUCTILE IRON PIPE SHALL BE AS FOLLOWS:

NOMINAL DIAMETER	MINIMUM PRESSURE CLASS	SPECIAL CASES THICKNESS CLASS
3" THRU 12"	350 PSI	–
14" THRU 24"	250 PSI	–
FLANGED PIPE (ALL DIAMETERS)	––	53 (MIN)

B. CEMENT: CEMENT FOR MORTAR LINING SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C104/A21.4, LATEST REVISION; PROVIDED THAT CEMENT FOR MORTAR LINING SHALL BE TYPE II OR V. FLY ASH OR POZZOLAN SHALL NOT BE USED AS A CEMENT REPLACEMENT.

C. PUSH-ON PIPE JOINTS (NON-RESTRAINED TYPE) SHALL BE "TASTITE" AS MANUFACTURED BY AMERICAN CAST IRON PIPE COMPANY, "TYTON" AS MANUFACTURED BY U.S. PIPE AND FOUNDRY, OR EQUAL. PUSH-ON JOINTS SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.

D. PUSH-ON JOINTS (RESTRAINED TYPE), 24-INCH AND SMALLER, SHALL USE "FAST-GRIP" GASKET SYSTEM BY AMERICAN CAST IRON PIPE COMPANY, "FIELD LOK" GASKET SYSTEM BY U.S. PIPE AND FOUNDRY, OR EQUAL.

E. BURIED PIPE SHALL HAVE SMOOTH DENSE EXTERIOR AND INTERIOR SURFACES AND SHALL BE FREE FROM FRACTURES. THE OUTSIDE COATING SHALL BE AN ASPHALTIC COATING AT LEAST 1 MIL THICK AND APPLIED TO THE PIPE AFTER LINING HAS BEEN PLACED. PAINT EXTERIOR OF PIPE BLUE ALONG THE ENTIRE LENGTH OF PIPE (3 STRIPES MINIMUM).

F. EXPOSED PIPING AND FITTINGS SHALL BE SHOP PRIMED WITH A CATALYZED RUST INHIBITIVE EPOXY PRIMER. MINIMUM DRY FILM THICKNESS SHALL BE 2-3 MILS. SURFACE PREPARATION SHALL BE WHITE METAL BLAST CLEANING IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL NO. 10 (SSPC-SP10). PRIMER SHALL BE COMPATIBLE FOR USE WITH FINAL COATINGS AS SPECIFIED.

DUCTILE IRON MECHANICAL JOINT (MJ) FITTINGS

A. MECHANICAL JOINT FITTINGS (3-INCH THROUGH 24-INCH) SHALL BE DUCTILE IRON COMPACT FITTINGS MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C153/A21.53, LATEST REVISION, WITH A PRESSURE RATING OF 350 PSI. FITTINGS SHALL HAVE MECHANICAL JOINTS IN ACCORDANCE WITH ANSI/AWWA C111/A21.11, LATEST REVISION.

B. FITTINGS SHALL BE COATED AND LINED AS SPECIFIED FOR THE APPLICABLE PIPE APPLICATION.

MECHANICAL JOINT RESTRAINTS

A. RESTRAINED MECHANICAL JOINTS SHALL BE UTILIZED FOR ALL FITTINGS AND VALVES.

B. RESTRAINT OF MECHANICAL JOINTS ON DUCTILE IRON PIPE SHALL BE ACCOMPLISHED BY USING A MEGALUG SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBAA IRON SALES, INC. OR EQUAL.

C. RESTRAINT OF MECHANICAL JOINTS ON PVC PIPE SHALL BE ACCOMPLISHED BY USING A MEGALUG SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBAA IRON SALES, INC. OR EQUAL.

D. MECHANICAL JOINTS FOR FITTINGS AND VALVES SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.

POLYETHYLENE TUBING

A. POLYETHYLENE TUBING SHALL ONLY BE USED FOR SERVICE CONNECTIONS, BLOW-OFFS, AND BACTERIOLOGICAL SAMPLE POINTS. POLYETHYLENE TUBING SHALL CONFORM TO ANSI/NSF61 AND AWWA C901 SUBJECT TO THE FOLLOWING CRITERIA: STANDARD CODE DESIGNATION PE4708, PIPE CLASS 200, AND DR 9 AND ASTM 3350 (UV PROTECTION).

B. TUBING SHALL BEAR IDENTIFYING MARKINGS, WHICH SHALL REMAIN LEGIBLE DURING NORMAL HANDLING, STORAGE, AND INSTALLATION, AND WHICH HAVE BEEN APPLIED IN A MANNER THAT WILL NOT REDUCE THE STRENGTH OF THE PRODUCT OR OTHERWISE DAMAGE THE TUBING. MARKING ON THE TUBE SHALL INCLUDE THE FOLLOWING AND SHALL BE APPLIED AT INTERVALS OF NOT MORE THAT 5 FEET: NOMINAL SIZE, MATERIAL CODE DESIGNATION, DIMENSION RATIO, PRESSURE CLASS, MANUFACTURER'S NAME OR TRADE MARK AND PRODUCTION RECORD CODE, AND SEAL (MARK) OF THE TESTING AGENCY THAT CERTIFIED THE SUITABILITY OF THE TUBING MATERIAL FOR POTABLE WATER PRODUCTS.

B. JOINTS POLYETHYLENE TUBING SHALL BE OF THE COMPRESSION TYPE UTILIZING A TOTALLY CONFINED GRIP SEAL AND COUPLING NUT. STAINLESS STEEL TUBE STIFFENER INSET SHALL ALSO BE USED FOR TUBING SERVICES.

C. ALL FITTINGS AND STOPS TO BE HIGH QUALITY WATER WORKS BRASS. NO PVC FITTINGS OR ADAPTERS WILL BE PERMITTED. FITTINGS SHALL BE BRASS EQUIPPED WITH COMPRESSION TYPE CONNECTORS.

VALVE BOXES

A. VALVE BOXES SHALL BE OF THE HEAVY DUTY TWO-PIECE ADJUSTABLE SCREW TYPE, CAST IRON, WITH 5-1/4-INCH SHAFT OF APPROPRIATE LENGTH FOR THE INSTALLATION. EXTENSION PIECES, IF REQUIRED, SHALL BE THE MANUFACTURER'S STANDARD TYPE. VALVE BOX TOPS SHALL HAVE RAISED LETTERS SAYING "WATER". BOXES IN TRAFFIC AREAS SHALL HAVE BOLT DOWN COVERS. VALVE BOXES SHALL BE AS MANUFACTURED BY TYLER UNION, OR EQUAL.

GATE VALVES 4" THROUGH 12"

A. RESILIENT-SEATED GATE VALVES MUST BE WEDGE TYPE CONFORMING TO ANSI/AWWA C509, LATEST REVISION, AND UL262 FOR 3-INCH AND LARGER BURIED SERVICE. RESILIENT-SEATED GATE VALVES, WEDGE-TYPE, SHALL HAVE A CAST OR DUCTILE IRON BODY AND BONNET, RUBBER-COATED CAST IRON DISC, MECHANICAL JOINT ENDS, NON-RISING STEM, O-RING SEALS, BRONZE STEM NUT, FLANGED BONNET AND 2-INCH SQUARE OPERATING NUT. ALL FERROUS SURFACES, INTERIOR AND EXTERIOR, SHALL RECEIVE A MINIMUM 8 MIL FUSION-BONDED EPOXY COATING CONFORMING TO AWWA C550, LATEST REVISION.

B. ALL VALVES MUST BE UL LISTED AND FM APPROVED. AWWA, UL-FM DESIGNATION MUST BE CAST INTO VALVE BODY.

C. BURIED VALVES SHALL HAVE MECHANICAL JOINT ENDS AND BE EQUIPPED WITH NON RISING STEMS AND 2-INCH SQUARE OPERATING NUTS.

D. EXPOSED VALVES SHALL HAVE FLANGED JOINT ENDS AND BE EQUIPPED WITH RISING STEMS WITH OUTSIDE STEM AND YOKE (OSY) OPERATION.

E. VALVES SHALL BE AS MANUFACTURED BY AMERICAN FLOW CONTROL, MUELLER OR CLOW.

BUTTERFLY VALVES (BFV)

A. VALVES SHALL BE CAST OR DUCTILE IRON BODY; ALLOY CAST IRON OR DUCTILE IRON DISC MEETING ASTM A126 OR A536; ONE PIECE STAINLESS STEEL SHAFT; SHORT OR LONG BODY TYPE; WITH THE VALVE CLASS, SHAFT SIZE, AND OTHER SPECIAL REQUIREMENTS SELECTED IN ACCORDANCE WITH THE SPECIFIC DESIGN; AND SHALL COMPLY WITH THE PROVISIONS OF ANSI/NSF61 AND AWWA C504, "RUBBER SEATED BUTTERFLY VALVES".

B. THE VALVE DISC SHALL BE CAST IRON OR DUCTILE IRON PER ASTMA126 OR A536. THE VALVE DISC OR VALVE BODY SHALL BE FITTED WITH A RESILIENT SEAT OF EPDM OR VITON. THE VALVE SEAT SHALL BE DESIGNED TO PROVIDE BUBBLE TIGHT SHUT OFF IN BOTH DIRECTIONS.

C. THE VALVE SHAFT BEARING SHALL BE TEFLON LINED WITH A NON METALLIC FIBERGLASS COMPOSITE BACKING AND SHALL BE PERMANENTLY LUBRICATED. THE BEARINGS SHALL BE SLEEVE TYPE BEARINGS CONTAINED IN THE BUSS OF THE VALVE BODY.

D. THE VALVE SHAFT SEAL SHALL BE SELF COMPENSATING V-TYPE PACKING WITH A MINIMUM OF FOUR SEALING RINGS. THE SHAFT SEAL SHALL BE OF A DESIGN ALLOWING REPLACEMENT OF SEALS WITHOUT REMOVING THE VALVE SHAFT.

E. METALLIC COMPONENTS (E.G. DOWELS, PINS, ETC.) SHALL BE 304 SERIES STAINLESS STEEL. BRASS, BRONZE, AND COPPER ALLOY MATERIALS ARE NOT ACCEPTABLE.

F. VALVES SHALL OPEN COUNTERCLOCKWISE. OPERATORS SHALL COMPLY WITH AWWA C504 WITH 2-INCH SQUARE OPERATING NUT. OPERATORS SHALL BE FULLY GASKETED AND GREASE PACKED TO WITHSTAND AND EXTERNAL WATER PRESSURE OF 10 PSI.

G. OPERATORS SHALL BE CAPABLE OF DEVELOPING TORQUE'S LISTED IN TABLE 1 OF AWWA C504 FOR CLASS 150B VALVES. VALVE OPERATORS FOR VALVES 24-INCH AND SMALLER SHALL BE TRAVELING NUT OR WORM GEAR TYPE FULLY FIELD ADJUSTABLE STOPS SO THE OPERATORS DOES NOT HAVE TO BE DISSEMBLED FOR VALVE SEAT ADJUSTMENT. VALVES LARGER THAN 24-INCH SHALL BE EQUIPPED WITH WORM GEAR TYPE OPERATORS.

H. BURIED VALVES SHALL HAVE MECHANICAL JOINTS ENDS AND BE EQUIPPED WITH 2-INCH SQUARE OPERATING NUTS. EXPOSED VALVES SHALL HAVE FLANGED JOINTS ENDS AND BE EQUIPPED WITH HAND WHEEL OPERATORS.

I. VALVES SHALL BE AS MANUFACTURED BY DEZURIK, PRATT, OR VALMATIC.

AIR VALVES

FLUSHING, TESTING, AND DISINFECTION

FLUSHING

A. UPON COMPLETION OF THE PIPE INSTALLATION FOR ANY SERVICE, THE MAINS SHALL BE CANNON FLUSHED TO REMOVE DIRT AND ANY OTHER FOREIGN MATTER BY ACHIEVING A MINIMUM VELOCITY OF 5 FEET PER SECOND ON PIPE SIZES UP TO AND INCLUDING 12-INCHES AND 2.5 FEET PER SECOND ON PIPE GREATER THAN 12-INCHES. THE DURATION OF THE FLUSHING SHALL BE SUFFICIENT TO PROVIDE A MINIMUM FLUSH VOLUME EQUAL TO THREE TIMES THE INTERNAL VOLUME OF THE PIPELINE BEING FLUSHED. TEMPORARY FITTINGS, PIPE, ETC. MAY BE USED TO FACILITATE CANNON FLUSHING.

1. PRIOR TO THE ACTUAL LINE FLUSHING OPERATION, THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF THE INTENDED WATER USE. NO FLUSHING SHALL TAKE PLACE WITHOUT A VILLAGE REPRESENTATIVE PRESENT.
2. FLUSHING WILL NOT BE SCHEDULED UNTIL THE VILLAGE HAS APPROVED PRELIMINARY RECORD DRAWINGS, UNLESS IT IS REQUIRED TO FACILITATE CONSTRUCTION OF WATER MAINS.
3. THE CONTRACTOR SHALL EXERCISE DUE CARE SO AS TO ENSURE THAT THE WATER USED IN FLUSHING DOES NOT CAUSE A NUISANCE OR INFLICT PROPERTY DAMAGE.

B. POLY-PIGGING (2X) IS REQUIRED FOR ALL WATER MAINS OR FORCE MAINS WHEN REQUESTED BY VILLAGE.

C. NO EXISTING VALVE SHALL BE OPERATED EXCEPT BY VILLAGE PERSONNEL.

HYDROSTATIC TESTING

WATER MAINS AND FORCE MAINS SHALL BE TESTED IN ACCORDANCE WITH ANSI/AWWA STANDARD C600 LATEST REVISION.

A. HYDROSTATIC TESTS:

1. AFTER A NEW WATER MAIN OR FORCE MAIN HAS BEEN LAID AND BACKFILLED, IT SHALL BE PUMPED TO A PRESSURE OF 150 PSI AND ALL VISIBLE LEAKS STOPPED BY APPROVED METHODS. DURING THE TEST, THE PRESSURE CANNOT DROP MORE THAN 2.5 PSI BELOW THE STARTING PRESSURE POINT.
2. A LEAKAGE TEST SHALL THEN BE CONDUCTED AT THE ABOVE MENTIONED PRESSURE AND NO INSTALLATION WILL BE ACCEPTABLE BY THE VILLAGE UNTIL THE LEAKAGE IS LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = (S \times DX \cdot \sqrt{P})/148,000$$

IN WHICH L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S IS THE LENGTH OF LINE IN FEET BEING TESTED; D IS THE NOMINAL DIAMETER OF THE PIPE IN INCHES; AND P IS THE AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST IN POUNDS PER SQUARE INCH. THE TEST IS USUALLY MAINTAINED FOR TWO HOURS BUT IT MAY BE CONTINUED FOR ONE ADDITIONAL HOUR IF IT BECOMES APPARENT THAT THE LEAKAGE IS EQUAL TO OR GREATER THAN THE AMOUNT ALLOWABLE. WATER SUPPLIED TO THE MAIN DURING THE TEST TO MAINTAIN THE REQUIRED PRESSURE SHALL BE MEASURED BY A 5/8-INCH METER INSTALLED ON THE DISCHARGE SIDE OF THE TEST PUMP, OR BY PUMPING FROM A CALIBRATED CONTAINER.

3. EACH SECTION OF MAIN BEING TESTED SHALL BE LIMITED TO A MAXIMUM LENGTH OF 1000-FEET. ANY QUESTIONS PERTAINING TO PROCEDURES USED DURING THE TEST SHALL BE DIRECTED TO THE VILLAGE.
4. NO ALLOWABLE LEAKAGE SHALL BE PERMITTED FOR FIRE HYDRANTS.

BACTERIOLOGICAL TESTS (CONTRACTOR PAYS TESTING LABORATORY):

1. AFTER THE WATER MAINS HAVE SATISFIED THE LEAKAGE TESTING REQUIREMENTS THEY SHALL BE FLUSHED THROUGH OPENINGS OF THE REQUIRED SIZE AS DETAILED IN ANSI/AWWA STANDARD C651 LATEST REVISION. THE MAIN SHALL THEN BE DISINFECTED IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE SECTIONS OF THE ABOVE NAMED AWWA STANDARD. ON MAIN BREAKS, CUT-INS, ETC. A LIBERAL APPLICATION OF SODIUM HYPOCHLORITE SHALL BE MADE; 50 PPM CHLORINE DURING A 24 HOUR PERIOD.
2. MAINS SHALL NOT BE PUT INTO DOMESTIC SERVICE UNTIL THE NECESSARY BACTERIOLOGICAL SAMPLES HAVE BEEN APPROVED BY THE APPLICABLE REGULATORY AGENCIES.

WATER SERVICE LINES

A. HYDROSTATIC TESTING

1. HYDROSTATIC TESTING OF WATER SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE TESTING OF THE LATERAL OR MAIN LINE. NO ADDITIONAL LEAKAGE ALLOWANCE WILL BE MADE FOR SERVICE LINES OR FIRE HYDRANTS.

B. DISINFECTION

1. DISINFECTION OF SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE DISINFECTION OF THE LATERAL OR MAIN LINE. SUFFICIENT SAMPLING POINTS SHALL BE TAKEN FROM SERVICE LINE CONNECTIONS TO ASSURE UNIFORM RESULTS THROUGHOUT THE SYSTEM BEING TESTED.

GRAVITY SEWER MAIN TESTING

A. GENERAL

1. THE CONTRACTOR SHALL PERFORM LOW-PRESSURE AIR TESTING, INFILTRATION TESTING, TELEVISION INSPECTED, AND ALIGNMENT AND DEFLECTION TESTING IN THE PRESENCE OF REPRESENTATIVES FROM THE VILLAGE AND DEVELOPERS' ENGINEER-OF-RECORD.
2. TESTING SHALL NOT PROCEED UNTIL FACILITIES HAVE BEEN BACKFILLED AND THE LAYING OF ROADWAY BASE IS COMPLETE.
3. PIPE TESTING SHALL CLOSELY FOLLOW PIPE LAYING. NO MORE THAN 1,000 FEET OF PIPE SHALL REMAIN UNTESTED AT ANY TIME.

B. AIR TESTING

1. LOW-PRESSURE AIR TESTING SHALL BE IN ACCORDANCE WITH ASTM F1417. THE EQUIPMENT USED SHALL BE SPECIFICALLY DESIGNED AND MANUFACTURED FOR TESTING PIPE LINES WITH LOW-PRESSURE AIR AND SHALL BE PROVIDED WITH AN AIR REGULATOR VALVE OR AIR SAFETY VALVE SET TO PREVENT THE AIR PRESSURE IN THE PIPE LINE FROM EXCEEDING 8 PSIG.
2. THE FOLLOWING LOW-PRESSURE AIR TESTING PROCEDURES SHALL BE USED:
   a. ISOLATE EACH SECTION OF THE GRAVITY WASTEWATER MAIN TO BE TESTED BETWEEN MANHOLES USING INFLATABLE AIR PLUGS THAT ARE SOLIDLY PLACED AT THE ENDS OF THE SECTION OF THE MAIN TO BE TESTED.
   b. INTRODUCE AIR PRESSURE SLOWLY TO APPROXIMATE 4 PSIG.
   c. DETERMINE THE GROUND WATER ELEVATION ABOVE THE SPRING LINE OF THE PIPE. FOR EVERY FOOT OF GROUNDWATER ABOVE THE SPRING LINE OF THE PIPE, INCREASE THE STARTING AIR TEST PRESSURE BY 0.43 PSIG. DO NOT INCREASE THE PRESSURE ABOVE 8 PSIG.
   d. ALLOW THE PRESSURE TO STABILIZE FOR AT LEAST 5 MINUTES. ADJUST THE PRESSURE TO 3.5 PSIG OR INCREASE THE PRESSURE AS DETERMINED ABOVE WHEN GROUNDWATER IS PRESENT.
   e. START THE TEST.
   f. DETERMINE THE TEST DURATION FOR EACH SEWER SECTION WITH A SINGLE PIPE SIZE. SEE TABLE 1, SHEET SPEC-16. DO NOT MAKE ALLOWANCES FOR LATERALS.
   g. RECORD THE DROP IN PRESSURE DURING THE TEST PERIOD. IF THE AIR PRESSURE HAS DROPPED MORE THAN 1.0 PSIG DURING THE TEST PERIOD, THE SECTION OF MAIN BEEN TESTED HAS FAILED. OTHERWISE, THE SECTION OF MAIN BEEN TESTED HAS PASSED.
   h. WHEN A SECTION OF MAIN FALLS THE TEST, THE SOURCE OF THE AIR LEAK SHALL BE DETERMINED, THE APPROPRIATE CORRECTIONS MADE, AND THE PIPE RETESTED.
   i. ALL TESTING RESULTS SHALL BE DOCUMENTED USING THE VILLAGE'S LOW PRESSURE AIR TEST FORM.
3. INFILTRATION: AFTER THE WORK IS COMPLETE, THE SEWERS OR SECTIONS SHALL BE TESTED FOR INFILTRATION. ANY SECTION IN WHICH INFILTRATION OF WATER IS DETECTED WILL BE REJECTED UNTIL CORRECTIVE WORK HAS BEEN PERFORMED. NO INFILTRATION WILL BE ALLOWED FOR ANY ONE TRUNK, MAIN, LATERAL, OR SEGMENT BETWEEN MANHOLES.

TELEVISION INSPECTION REPORT INFORMATION

A. MANHOLES: THE REPORT AND RECORDING SHALL START WITH ZERO (00+00) STATION NUMBERS AT EACH MANHOLE UPSTREAM AND END WITH THE STATION NUMBER AT THE NEXT DOWNSTREAM MANHOLE. IF AN INSPECTION HAS TO BE CONDUCTED STARTING AT THE DOWNSTREAM MANHOLE, A WRITTEN EXPLANATION MUST BE SUBMITTED TO THE INSPECTOR WITH THE REPORT AND RECORDING.

B. PIPE LINE: PROVIDE START AND END STATION NUMBERS FOR PIPE MATERIAL CHANGES.

C. TAPS: EACH TAP SHALL HAVE A STATION NUMBER SHOWN ON THE RECORDING AND COINCIDE WITH THE REPORT AND RECORD DRAWINGS. THE REPORT AND RECORDING SHALL INDICATE THE LOT NUMBER AND/OR ADDRESS THE TAP IS INTENDED TO SERVE.

D. DEAD-ENDS OR ABANDONMENTS: IF A FUTURE STUB, DEAN-END OR OBSTRUCTION CAUSE (NOT ENDING IN A MANHOLE), OR ABANDONMENT OF VIDEO DUE TO OBSTRUCTION ETC., A STILL IMAGE SHALL BE SHOWN ON THE REPORT AND RECORDING FOR INSPECTION. THE REPORT AND RECORDING SHALL INCLUDE AN EXPLANATION FOR WHAT IS SHOWN.

E. EXISTING SEWER SYSTEM: THE EXISTING SEWER SYSTEM MUST BE INSPECTED ANDSHOWN ON THE REPORT. THIS SHALL BE FROM THE TIE IN MANHOLE TO THE NEXT DOWNSTREAM MANHOLE. THE VILLAGE RESERVES THE RIGHT TO REQUEST ADDITIONAL TELEVISION INSPECTION INFORMATION OR REINSERTION TO INSURE AN ACCEPTABLE COMPLETION.

ALIGNMENT AND DEFLECTION

A. LINES SHALL SHOW FULL CIRCLE OF LIGHT WHEN LAMPED BETWEEN MANHOLES FOR LINE SECTIONS WITH COMPLETE PIPE REPLACEMENT.

1. DEFLECTION TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OFTHE SOIL-PIPE SYSTEM. A NINE POINT MANDREL SHALL BE PASSED THROUGH EACH NEW FLEXIBLE PIPE SECTION INSTALLED AFTER FULL BACKFILL HAS BEEN PLACED. THE MAXIMUM PIPE DIAMETER DEFLECTION SHALL NOT EXCEED 5%. A MECHANICAL PULLING DEVISE SHALL NOT BE USED TO CONDUCT DEFLECTION TESTS.

CONSTRUCTION TOLERANCES

A. THE FOLLOWING ARE THE ALLOWABLE LINE AND GRADE TOLERANCES FOR GRAVITY SEWER INSTALLATION AS IDENTIFIED BY THE AS-BUILT SURVEY AND TELEVISION INSPECTION REPORT. ANY PIPES OR MANHOLES SHALL BE RECONSTRUCTED OR REPLACED TO MEET THE ACCEPTANCE CRITERIA.

PIPE:

1. HORIZONTAL AND VERTICAL ALIGNMENT OF GRAVITY SEWER LINES SHALL NOT VARY FROM DESIGN LINE AND GRADE BY ANY POINT LONG THE PIPE BY MORE THAN 1% OF THE INSIDE DIAMETER OF THE PIPE OR 1/4-INCH, WHICHEVER IS LARGER.
2. THIS TOLERANCE IS ALLOWED FOR TRENCHED GRAVITY SEWER LINES ONLY IF THE DESIGN LINE AND GRADE ARE SUFFICIENT TO PREVENT BACKSLOPE WHEN TOLERANCE LIMITS ARE REACHED.
3. REVERSE SLOPE ON GRAVITY PIPE SHALL NOT BE ALLOWED AT ANY POINT ALONG THE PIPE.

MANHOLES

1. MANHOLE INVERT ELEVATIONS SHALL ADHERE TO THE TOLERANCES LISTED BELOW:

HORIZONTAL SEWER DEFLECTION ANGLE	MINIMUM INVERT DROP
0 TO 90 DEGREES: AVERAGE SLOPE BETWEEN INLET AND OUTLET PIPES	
10 TO 45 DEGREES: 0.05	
46 TO 90 DEGREES: 0.10	

2. ALL INVERT SLOPES SHALL BE POSITIVELY SLOPING DOWNSTREAM. STANDING WATER CAUSED BY A REVERSE SLOPE SHALL NOT BE ALLOWED.

TESTING BACKFILL

A. COMPACTION AND DENSITIES TESTING

METHODS OF CONTROL AND TESTING OF BACKFILL CONSTRUCTION TO BE EMPLOYED IN THIS WORK ARE:

1. MAXIMUM DENSITY OF ALL BACKFILL MATERIAL SHALL BE DETERMINED BY ASSHTO T-180 (ASTM D 1557).
2. LABORATORY AND FIELD DENSITY TESTS, WHICH, IN THE OPINION OF THE VILLAGE ARE NECESSARY TO ESTABLISH COMPLIANCE WITH THE COMPACTION REQUIREMENTS OF THESE SPECIFICATIONS, SHALL BE MADE AT SUCH DEPTHS AND LOCATIONS AS SELECTED BY THE VILLAGE.
3. TRENCH BACKFILL WHICH DOES NOT COMPLY WITH THE SPECIFIED DENSITIES, AS INDICATED BY SUCH TESTS, SHALL BE REWORKED AND RECOMPACTED UNTIL THE REQUIRED COMPACTION IS SECURED, AT NO ADDITIONAL COST TO THE VILLAGE.
4. THE FIRST TEST SHALL BE 12-INCH ABOVE THE TOP OF PIPE OR THE WATER TABLE, AND IN 6-INCH LIFTS THEREAFTER.

B. BACKFILL TESTING FEES SHALL BE PAID BY CONTRACTOR (TESTING LAB SHALL BE APPROVED BY VILLAGE).

VACUUM LINE TESTING – AIRVAC SUMP TESTING – 2-PIECE PITS

A. TWO SEPARATE SUMP TESTS SHALL BE PERFORMED. THE FIRST TEST SHALL BE DONE AFTER THE VALVE PIT BOTTOM HAS BEEN JOINED WITH THE COLLECTION SUMP BUT PRIOR TO ANY HOLES BEING FIELD CUT. THIS IS DONE TO TEST THE O-RING AND OVERALL WATER TIGHTNESS OF THE JOINT BETWEEN THESE TWO PARTS. THE SECOND TEST IS PERFORMED AFTER ALL HOLES IN THE SUMP HAVE BEEN FIELD CUT. GROMMETS AND STUB-OUT PIPES INSTALLED AND THE ENTIRE VALVE PIT ASSEMBLY INSTALLED IN THE GROUND. THIS TEST IS DONE TO TEST THE GROMMETS, THE STUB-OUTS AND THE OVERALL SUMP ASSEMBLY.

B. SUMP TESTING SHALL BE DONE AS FOLLOW:

1. ATTACH PROVIDED SUMP TEST ASSEMBLY ONTO THE END OF THE 3-INCH SUCTION PIPE INSIDE THE VALVE PIT WITH A 3-INCH NO-HUB OR FERNCO COUPLING AND PVC TEST CAP.
2. SECURE 1/8-INCH TUBING TO THE HIGH PORT ON A 0-50-INCH MANOMEHLIC GAUGE, AND THEN CONNECT THE OTHER END TO THE TUBING PORT ON THE PVC TEST CAP.
3. INSTALL A TEST PLUG IN THE SUMP BREATHER HOLE USING THE RUBBER SEAL PROVIDED. APPLY SILICONE SPRAY TO THE RUBBER SEAL BEFORE INSTALLATION. TURN 90 DEGREES TO MAKE A TIGHT SEAL.
4. PRESSURIZE THE COLLECTION SUMP THROUGH THE AIR CHUCK ON THE PVC TEST CAP.
5. TEST AT 40-INCH WATER GAUGE PRESSURE. LEAKAGE MUST BE UNDER 1-INCH WATER GAUGE IN ONE (1) MINUTE.
6. IF LEAK TEST FAILS THE CONTRACTOR MUST LOCATE THE LEAK, REPAIR IT AND RETEST.

VACUUM LINE TESTING – DAILY TESTING

A. A TWO (2) HOUR VACUUM TIGHTNESS TEST OF ALL SEWER MAINS AND LATERAL CONNECTIONS SHALL BE CONDUCTED DAILY AS FOLLOWS:

1. PLUG ALL OPEN CONNECTIONS WITH RUBBER STOPPERS OR TEMPORARY CAPS, FITTER TO THE PIPE BY "NO-HUB" COUPLINGS.
2. APPLY A VACUUM TO 22 INCHES Hg TO THE PIPES AND ALLOW THE PRESSURE TO STABILIZE FOR 15 MINUTES.
3. THERE SHALL BE NO LOSS IN VACUUM IN EXCESS TO 1% PER HOUR FOR A TWO HOUR TEST PERIOD.
4. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO BE ADMITTED INTO THE PIPING NETWORK DURING THIS TEST.
5. AS PIPE IS LAID THE NEW SECTION SHALL BE TESTED IN ADDITION TO THE PREVIOUSLY LAID PIPE ON THAT MAIN.

B. IF THE CONTRACTOR SUCCESSFULLY PASSES THE DAILY TWO HOUR TEST FOR SEVEN (7) CONSECUTIVE WORKING DAYS OR TWO THOUSAND (2,000) FEET OF PIPE, A REQUEST TO MODIFY THE TEST PROCEDURES MAY BE MADE TO THE ENGINEER. IF SO APPROVED BY THE ENGINEER, THE DAILY TWO (2) HOUR VACUUM TEST PROCEDURE MAY BE MODIFIED AS FOLLOWS:

1. THE PROCEDURE MAY BE ALTERED TO ALLOW THE TRENCH TO BE COVERED AS WORK PROGRESSES RATHER THAN BEING KEPT OPEN ALL DAY AS IN THE NORM WITH TWO HOUR TEST.
2. SHOULD A LINE FAIL THE VACUUM TEST WHILE UTILIZING THIS TEST MODIFICATION, THE CONTRACTOR SHALL TAKE WHATEVER ACTION NECESSARY AT HIS OWN EXPENSE TO SUCCESSFULLY PASS THE TEST INCLUDING THE RE-EXCAVATION OF THE TRENCH, LEAK DETECTION, LINE REPAIR, AND ADDITIONAL CLEANUP AS REQUIRED BY ENGINEER.
3. AFTER A FAILURE, THE CONTRACTOR MUST RETURN TO THE STANDARD TESTING PROCEDURES IN ORDER TO "RE-QUALIFY" FOR THE MODIFIED TESTING AGAIN.

FLUSHING, TESTING, AND DISINFECTION (CONTINUED)

4. THIS TEST MODIFICATION IS OPTIONAL, AS SUCH, THE CONTRACTOR ASSUMES ALL LIABILITY IN ITS USED, EVEN IF APPROVED BY THE ENGINEER.

VACUUM LINE TESTING – FINAL ACCEPTANCE TEST

A. A FOUR (4) HOUR VACUUM TIGHTNESS TEST OF THE COMPLETE VACUUM PIPING NETWORK, INCLUDING ALL SEWER MAINS AND LATERAL CONNECTIONS SHALL BE CONDUCTED AS FOLLOWS:

1. SUBJECT THE ENTIRE SEWAGE SYSTEM TO A VACUUM OF 22 INCHES Hg, ALLOW STABILIZATION FOR 15 MINUTES.
2. THERE SHALL BE NO LOSS GREATER THAN 1% PER HOUR OVER A FOUR (4) HOUR TEST PERIOD.
3. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO ENTER THE PIPING SYSTEM OR THE VACUUM STATION DURING THIS TEST.

B. CONTRACTOR TO PROVIDE 48 HOURS NOTICE TO ENGINEER PRIOR TO TEST.

C. CONTRACTOR TO ASSURE ALL DIVISION VALVES ARE OPEN PRIOR TO BEGINNING OF FINAL ACCEPTANCE TEST.

D. FINAL ACCEPTANCE TEST SHALL BE RECORDED ON APPROVED VACUUM CHART RECORDER. THIS CHART WILL NOT BE CONSIDERED VALID UNLESS WITNESSED BY ENGINEER ON TEST EQUIPMENT AT BEGINNING AND THE END OF VACUUM TEST PERIOD.

E. ENGINEER WILL SIGN AND DATE CHART TO VERIFY WITNESS OF TEST. THIS SIGNATURE DOES NOT INDICATE ACCEPTANCE OF THE SYSTEM.

VACUUM LINE FLUSHING

A. AFTER SUCCESSFUL FINAL FOUR (4) HOUR ACCEPTANCE TESTING, FLUSH LINES TO REMOVE DEBRIS AND FOREIGN MATERIALS THAT ACCUMULATED DURING CONSTRUCTION.

B. SUGGESTED PROCEDURE IN THE ABSENCE OF SPECIAL TEST APPARATUS, THIS PROCEDURE WILL REQUIRE THE USE OF VACUUM VALVES, WHICH MUST BE INSTALLED BY THE CONTRACTOR.

1. PLACE SYSTEM UNDER VACUUM.
2. ADD WATER AND AIR IN CONTROLLED AMOUNTS TO VALVE PITS AT EXTREME ENDS OF THE SYSTEM.
3. UTILIZE SYSTEM VACUUM TO TRANSPORT WATER AND DEBRIS TO COLLECTION POINT.
4. CONTINUE PROCEDURE UNTIL WATER ENTERING AT COLLECTION POINT IS FREE OF CONTAMINATION OR DEBRIS.
5. IF THE VACUUM COLLECTION TANK IS USED AS THE COLLECTION POINT, MONITOR VOLUME OF LIQUID IN TANK AND PUMP OUT AS NECESSARY.
6. USE SYSTEM SEWAGE PUMPS ONLY AFTER VERIFYING THAT NO DEBRIS IS PRESENT IN COLLECTION TANK.
7. IF DEBRIS IS PRESENT, USE OTHER METHODS TO EMPTY COLLECTION TANK.
8. AT COMPLETION OF FLUSHING, CLEAN COLLECTION TANK OF ALL COLLECTED DEBRIS.
9. SEAL SYSTEM AND MAKE READY TO PLACE INTO OPERATION.

C. ALTERNATE FLUSHING PROCEDURE SUBJECT TO ENGINEER'S REVIEW AND APPROVAL.

FINAL SYSTEM TESTING

A. AFTER ACCEPTANCE TESTING, FINAL SYSTEM TESTING SHALL BE COMPLETED TO ENSURE THAT THE SYSTEM OPERATES AT THE DESIGN CONDITIONS. FINAL SYSTEM TESTING CAN BE DONE AT THE SAME TIME AS LINE FLUSHING IF APPROVED BY THE ENGINEER

B. VACUUM PUMP STATION AND CONNECTING VACUUM MAINS FROM THE PHASE TO THE STATION MUST BE IN OPERATION PRIOR TO FINAL SYSTEM TESTING.

C. SUGGESTED PROCEDURE:

1. PLACE SYSTEM UNDER VACUUM.
2. THE DESIGN LIQUID FLOW RATE EVENLY DISTRIBUTED AT THE EXTREME ENDS OF THE SYSTEM. THE VACUUM VALVE DOES NOT NEED TO BE INSTALLED TO COMPLETE THIS. WATER ADDED TO THE SYSTEM MUST BE METERED AT EACH LOCATION WHERE THE WATER IS ADDED.
3. ADD WATER AT THE DESIGN LIQUID FLOW RATE EVENLY DISTRIBUTED AT THE EXTREME ENDS OF THE SYSTEM. THE VACUUM VALVE DOES NOT NEED TO BE INSTALLED TO COMPLETE THIS. WATER ADDED TO THE SYSTEM MUST BE METERED AT EACH LOCATION WHERE THE WATER IS ADDED.
4. MEASURE THE WATER AT THE VACUUM PUMP STATION TO ENSURE THAT IT IS EQUAL TO THE WATER BEING INTRODUCED INTO THE SYSTEM.
5. SEAL SYSTEM AND MAKE READY TO PLACE INTO OPERATION.

TABLE 1 – MINIMUM TIME REQUIRED FOR A 1.0 PSI PRESSURE DROP

PIPE. DIAM.	MIN TIME	LENGTH FOR MIN TIME	TIME FOR LONGER LENGTHS	SPECIFICATION TIME FOR LENGTH (L) SHOWN (MIN.S)						
(IN)	(MIN.S)	(FT)	(S)	100 FT	150 FT	200 FT	250 FT	300 FT	350 FT	400 FT	450 FT
4	3:36	597	0.360L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854L	5:40	5:40	5:40	5:40	5:40	5:42	5:42	6:24
8	7:34	298	1.520L	7:34	7:34	7:34	7:34	7:36	10:08	10:08	11:24
10	9:26	239	2.374L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.234L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470L	19:50	26:10	35:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852L	43:05	64:38	86:10	17:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46

THOMAS ENGINEERING GROUP
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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY-DETAILS

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP

840 SE Osceola St.
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BRANDON M. ULMER — No. 68345 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
November 3, 2023
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

C-10

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:01 AM by Brandon Ulmer

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DESIGN: 2 - Design by	VERIFY SCALE
DR: 3 - Drawn by	
CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.
APVD: 5 - Approved by	

FINAL SUBMITTAL

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

VILLAGE OF PALM SPRINGS
VILLAGE UTILITY STANDARDS UPDATED MAY 2019

SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION

DWG NO. 19 OF 46 — SHEET SPEC-15 — PROJ. NO. 400-080.00 — DATE JULY 2, 2019

FINAL SUBMITTAL

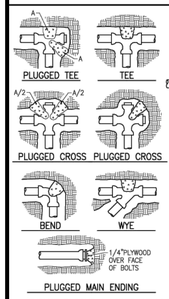
No.	DATE	REVISIONS	BY	APVD

CONSULTANT

VILLAGE OF PALM SPRINGS
VILLAGE UTILITY STANDARDS UPDATED MAY 2019

SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION

DWG NO. 20 OF 46 — SHEET SPEC-16 — PROJ. NO. 400-080.00 — DATE JULY 2, 2019



GALV RESTRAINING RODS (FOR FITTINGS 4"-12" USE #6 RODS EMBEDDED 30") (FOR FITTINGS 14"-16"USE #8 RODS EMBEDDED 36")

VOLUME OF THRUST BLOCKS FOR VERTICAL BENDS IN CUBIC YARDS

FITTING SIZE	BENDS 11-1/4°	22-1/2°	45°
4"	0.2	0.4	1.1
6"	0.4	1.0	2.7
8"	0.6	1.5	4.0
10"	0.9	2.3	6.0
12"	1.3	3.2	8.5
14"	1.8	4.3	11.5
16"	2.3	5.6	14.8

BEARING AREA OF THRUST BLOCKS IN SQ.FT. (HORIZONTAL FITTINGS)

FITTING SIZE	BENDS 11-1/4°	22-1/2°	45°	TEE,WYE, PLUG OR CAP	TEE (PLUGGED RUN) A1	TEE (PLUGGED RUN) A2	90 BEND OR PLUGGED CROSS
4"				1.0	1.0	1.9	1.4
6"		1.0	1.6	2.1	4.3	3.0	3.0
8"	1.0	1.5	2.9	3.8	7.6	5.4	5.3
10"	1.2	2.4	4.6	5.9	11.8	8.4	8.4
12"	1.7	3.4	6.6	8.5	17.0	12.0	12.0
14"	2.3	4.6	8.9	11.5	23.0	16.3	16.3
16"	3.0	6.0	11.6	15.0	30.0	21.3	21.3
18"	3.8	7.6	14.6	19.0	38.0	27.0	27.0
20"	4.7	9.4	18.1	23.5	47.0	33.3	33.3
24"	6.8	13.6	26.2	34.0	68.0	48.0	48.0

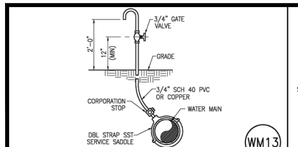
(THRUST BLOCKS ALLOWED AT LOCATIONS SHOWN ON DRAWINGS ONLY)

THRUST BLOCK NOTES AND DETAILS — WM01

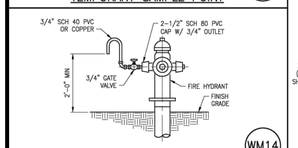
THRUST BLOCK NOTES

1) MECHANICAL RESTRAINS ONLY SHALL BE USED AT THE FITTINGS AND VALVES. THRUST BLOCKS SHALL ONLY BE USED IN RARE CASES WHERE MECHANICAL RESTRAINS ARE NOT PRACTICAL WITH APPROVAL FROM THE VILLAGE.
2) REQUIRED VOLUMES OR BEARING AREAS INDICATED AT FITTINGS ARE BASED UPON TEST PRESSURES OF 150 PSIG, 2,000 LBS/SF ALLOWABLE SOIL BEARING STRESS AND THE WEIGHT OF CONCRETE EQUAL TO 4050 LBS/CY.
3) BEARING AREAS OF THRUST BLOCKS SHALL NOT BE LESS THAN 1.0 SF.
4) KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES AND WRAP THE FITTING WITH VISQUEEN PRIOR TO PLACING CONCRETE.
5) BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON DRAWINGS SHALL TAKE PRECEDENCE OVER THIS STANDARD.
6) THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS HORIZONTAL BENDS.
7) COMPUTE BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS AT DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES WITH THE FOLLOWING EQUATION:
   BEARING AREA = (REQUIRED TEST PRESSURE/150 X (2,000/ACTUAL SOIL BEARING STRESS) X (TABLE VALUE)
8) COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:
   VOLUME = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

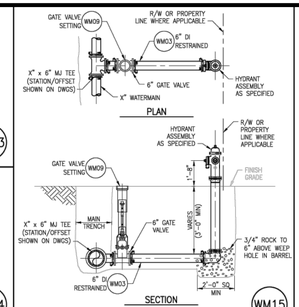
DUCTILE IRON THRU



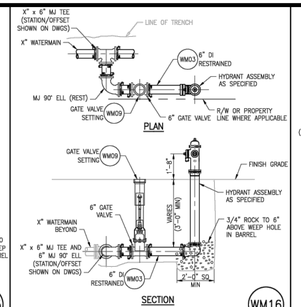
TEMPORARY SAMPLE POINT — WM13



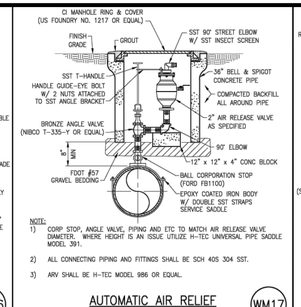
SAMPLE POINT (FIRE HYDRANT) — WM14



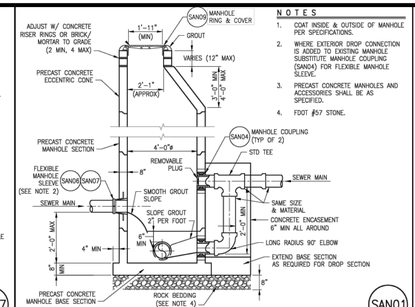
FIRE HYDRANT (STANDARD) — WM15



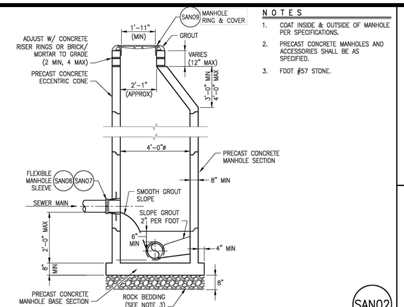
FIRE HYDRANT (PARALLEL) — WM16



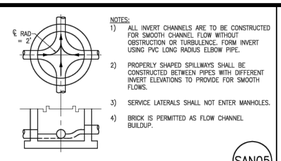
AUTOMATIC AIR RELIEF (MOUNT ABOVE PIPE) — WM17



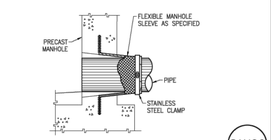
SANITARY SEWER MANHOLE W/ EXTERIOR DROP — SAN01



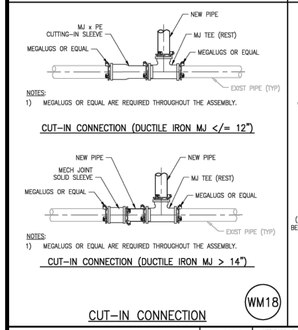
SANITARY SEWER MANHOLE DEPTH > 6-FT — SAN02



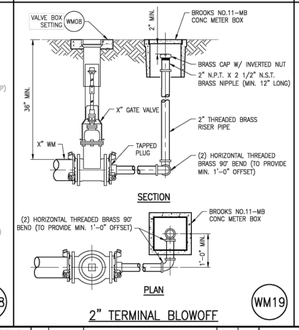
MANHOLE INVERT FLOW CHANNELS — SAN05



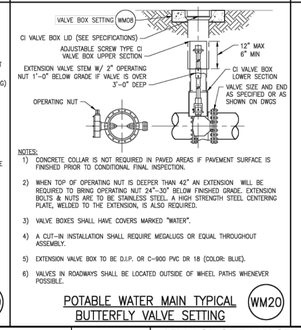
FLEXIBLE MANHOLE COUPLING — SAN06



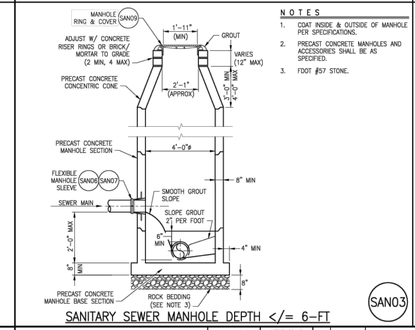
CUT-IN CONNECTION — WM18



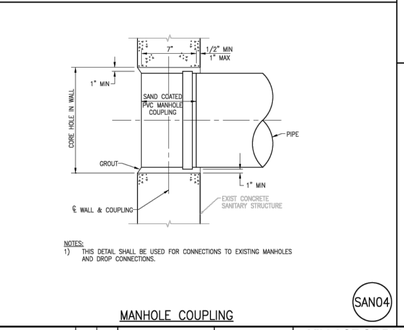
2" TERMINAL BLOWOFF — WM19



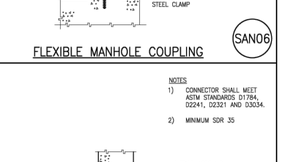
POTABLE WATER MAIN TYPICAL BUTTERFLY VALVE SETTING — WM20



SANITARY SEWER MANHOLE DEPTH </= 6-FT — SAN03

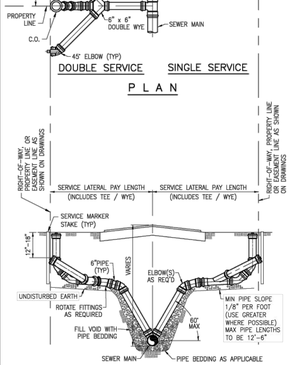


MANHOLE COUPLING — SAN04

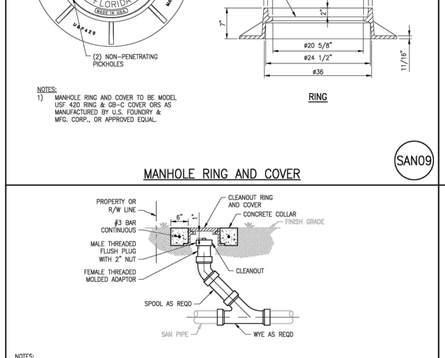


WEDGE KORBAND ALTERNATE FLEXIBLE MANHOLE CONNECTOR — SAN07

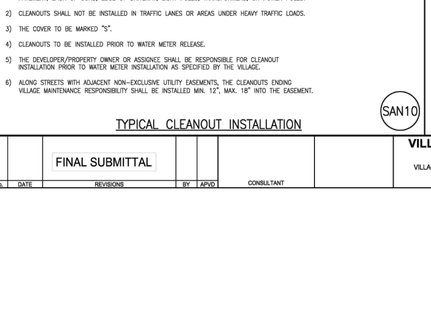
DSGN: 2- Design by	VERIFY SCALE							VILLAGE OF PALM SPRINGS	STANDARD DETAILS - WATER DISTRIBUTION	DWG NO. 23	SHEET WM-03
DR: 3 - Drawn by	1"							VILLAGE UTILITY STANDARDS UPDATED MAY 2019		OF 46	PROJ. NO. 400-080.00
CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.									DATE	JULY 2, 2019
APVD: 5 - Approved by		No.	DATE	REVISIONS	BY	APVD	CONSULTANT				
				FINAL SUBMITTAL							



SERVICE LATERALS WITH RISERS — SAN08



MANHOLE RING AND COVER — SAN09



TYPICAL CLEANOUT INSTALLATION — SAN10

DSGN: 2- Design by	VERIFY SCALE							VILLAGE OF PALM SPRINGS	STANDARD DETAILS - WASTEWASTER COLLECTION	DWG NO. 23	SHEET SAN-02
DR: 3 - Drawn by	1"							VILLAGE UTILITY STANDARDS UPDATED MAY 2019		OF 46	PROJ. NO. 400-080.00
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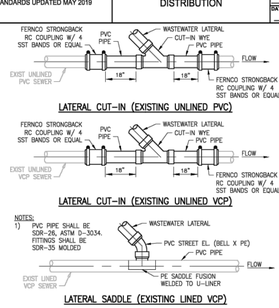
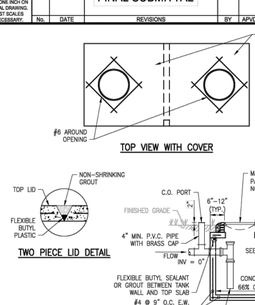
				FINAL SUBMITTAL							



SANITARY SEWER LATERAL CUT-IN — SAN11



MISC-01

MISC-02

DSGN: 2- Design by	VERIFY SCALE							VILLAGE OF PALM SPRINGS	MISCELLANEOUS DETAILS	DWG NO. 46	SHEET MISC-01
DR: 3 - Drawn by	1"							VILLAGE UTILITY STANDARDS UPDATED MAY 2019		OF 46	PROJ. NO. 400-080.00
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				FINAL SUBMITTAL							

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DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY-DETAILS

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VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
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BRANDON M. ULMER — No. 68345 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
November 3, 2023
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

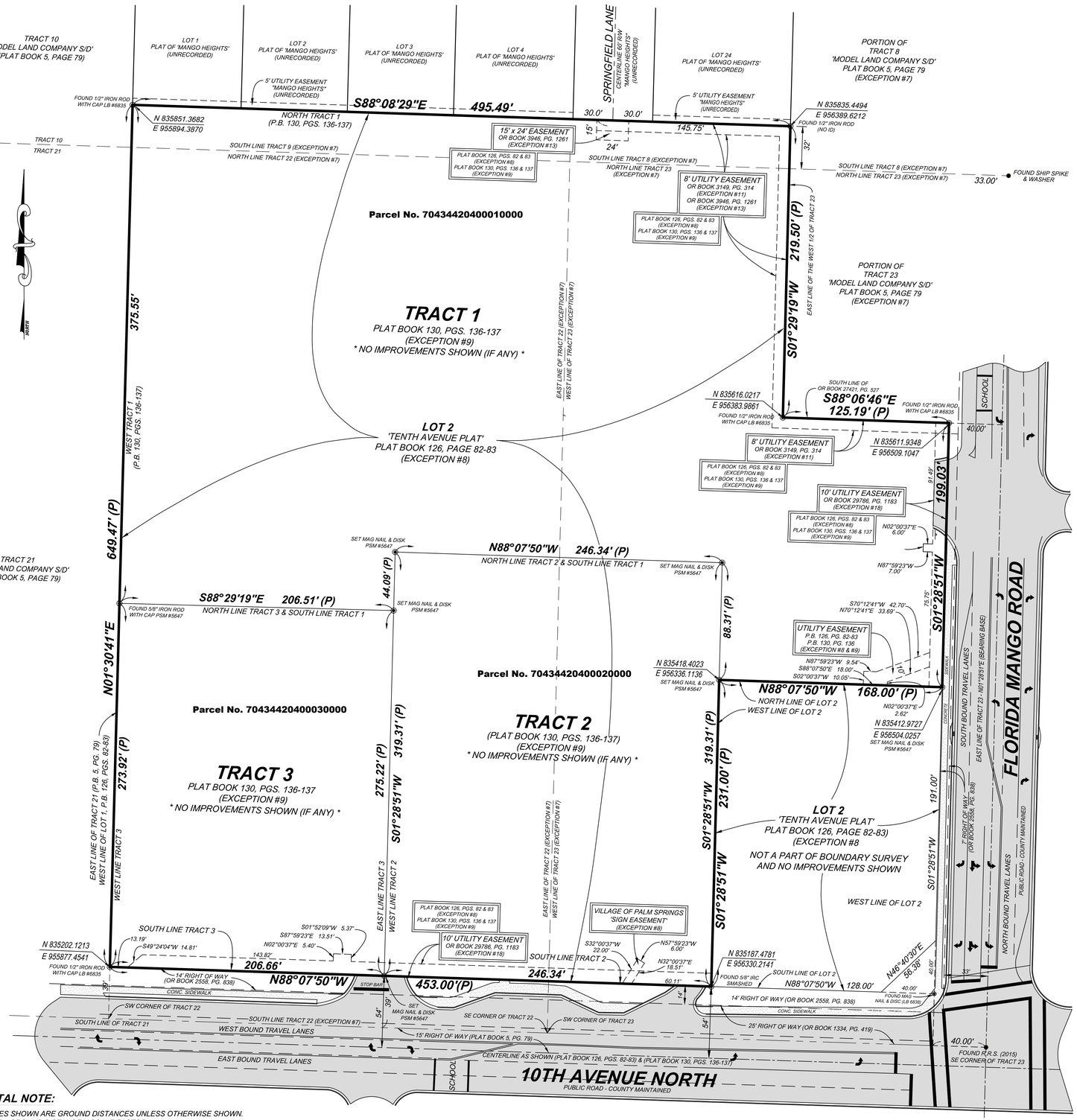
C-11

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:03 AM by Brandon Ulmer

BOUNDARY SURVEY

TRACTS 1, 2 AND 3 - TENTH AVENUE REPLAT
VILLAGE OF PALM SPRINGS, FLORIDA
SECTION 20 - TOWNSHIP 44 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA



LEGAL DESCRIPTION:

TRACTS 1, 2 AND 3, TENTH AVENUE REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGE(S) 136 AND 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATIONS:

1. PALM BEACH COUNTY
2. TRIDENT TITLE, A DIVISION OF LANDCASTLE TITLE GROUP, LLC
3. COMMONWEALTH LAND TITLE INSURANCE COMPANY

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
4. THE BEARING BASE OF THIS BOUNDARY SURVEY IS ALONG THE CENTERLINE OF FLORIDA MANGO ROAD AND THE EAST LINE OF TRACT 23 AS SHOWN ON THE ATTACHED SURVEY MAP. (N01°28'51"E)
5. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THE EXPECTED USE FOR THIS SURVEY AND MAP IS FOR COMMERCIAL PURPOSES.
8. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET.
9. NO IMPROVEMENTS (IF ANY) SHOWN ON THE SUBJECT PROPERTY OR LOT 2 OF TENTH AVENUE PLAT (EXISTING 'CHASE BANK'). THIS WAS PER CLIENTS REQUEST AND CONTRACTUAL AGREEMENT.

FLOOD ZONE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12099C0589F (VILLAGE OF PALM SPRINGS 120223), DATED OCTOBER 5, 2017.

TITLE REVIEW:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER PG582307257, COMMITMENT DATE: 7/10/2023 AT: 8:00 PM. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE COMMITMENT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

SCHEDULE B - SECTION II

1. - 6. STANDARD EXCEPTIONS, NOT ADDRESSED.

7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, RECORDED IN PLAT BOOK 5, PAGE 79. - AFFECTS THE SUBJECT AS TO PROPERTY AS TO PORTIONS OF PLATTED TRACTS AS SHOWN WITH NO PLOTTABLE EASEMENTS.

8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE PLAT, RECORDED IN PLAT BOOK 126, PAGE 82 AND 83, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

9. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE REPLAT, RECORDED IN PLAT BOOK 130, PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP

10. INTENTIONALLY DELETED.

11. GRANT OF UTILITY EASEMENT IN FAVOR OF VILLAGE OF PALM SPRINGS, FLORIDA , RECORDED OCTOBER 4, 1978 IN OFFICIAL RECORD BOOK 3149, PAGE 314. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

12. RIGHT OF WAY FOR 10TH AVENUE NORTH AND FLORIDA-MANGO ROAD, AS NOW ESTABLISHED, LAID OUT AND IN USE. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP. NOTE: RIGHT OF WAYS SHOWN ARE PER INSTRUMENTS SHOWN ON PLAT BOOK 126, PAGES 82 AND 83; PLAT BOOK 130, PAGES 136 AND 137.

13. DEDICATION AGREEMENT AND EASEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA, RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1263, TOGETHER WITH BILL OF SALE RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1261. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

14. RESERVATIONS IN FAVOR OF HEALTH CARE DISTRICT OF PALM BEACH COUNTY, OF AN UNDIVIDED THREE-FOURTHS INTEREST IN AND TO ALL PHOSPHATES, MINERALS AND METALS, TOGETHER WITH AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL PETROLEUM, IN, ON OR UNDER THE SURFACE OF THE INSURED LAND, AS CONTAINED IN THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 27925, PAGE 1152, CREATED PURSUANT TO SECTION 270.11, FLORIDA STATUTES. THE RIGHT OF ENTRY FOR MINING, DRILLING AND EXPLORATION HAS BEEN RELEASED PURSUANT TO SECTION 270.11(2)(B), FLORIDA STATUTES. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE, BLANKET IN NATURE.

15. INTENTIONALLY DELETED.

16. INTENTIONALLY DELETED.

17. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 3, 2018 IN OFFICIAL RECORDS BOOK 29756, PAGE 251. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

18. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 17, 2018 IN OFFICIAL RECORDS BOOK 29786, PAGE 1183. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

19. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS BY AND BETWEEN 10TH AVENUE PARTNERSHIP, LTD., AND JPMORGAN CHASE BANK NATIONAL ASSOCIATION RECORDED AUGUST 6, 2018 IN OFFICIAL RECORDS BOOK 30039, PAGE 1371. DECLARATION INCLUDES PROVISIONS FOR AN EASEMENT ON THE LAND AND A PRIVATE CHARGE OR ASSESSMENTS. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

HORIZONTAL NOTE:

1. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN.
GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR
SCALE FACTOR: = 1.000044179219

2. COORDINATES SHOWN HEREON ARE GRID COORDINATES, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, GEODETIC CONTROL AS ESTABLISHED AND ADOPTED BY THE PALM BEACH COUNTY SURVEY SECTION.

3. THE ABOVE INFORMATION ALONG WITH COORDINATES WERE TAKEN FROM THE RECORDED PLAT OF 'TENTH AVENUE PLAT' PLAT BOOK 126, PAGE(S) 82 AND 83, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

ACERAGE:

- SUBJECT PROPERTY AS PER RECORDED PLAT -
TRACT 1: 201,572.79 SQUARE FEET AND/OR 4.63 ACRES
TRACT 2: 78,654.48 SQUARE FEET AND/OR 1.81 ACRES
TRACT 3: 56,721.60 SQUARE FEET AND/OR 1.30 ACRES

ABBREVIATIONS:

P.R.M. = PERMANENT REFERENCE MONUMENT
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS
P.B. = PLAT BOOK
PG. = PAGE
PGS. = PAGES
LB = LICENSED BUSINESS
N = NORTH
S = SOUTH
E = EAST
W = WEST
R/W = RIGHT OF WAY

DATE	REVISIONS

PREPARED FOR:
10th AVENUE PARTNERSHIP LTD
A FLORIDA LIMITED PARTNERSHIP

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
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DATE: 09-08-2023
SCALE: 1" = 40'
DWNG. BY C.D.W.
CHECKED BY: C.D.W.
JOB NUMBER: 23100

SHEET NUMBER
1 OF 1

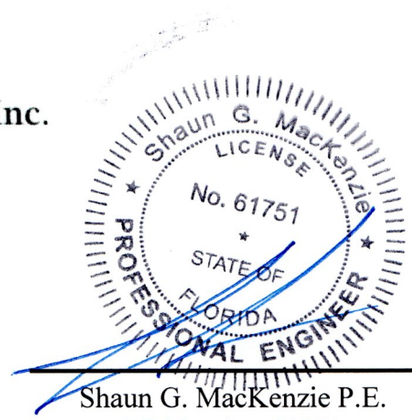
TRAFFIC IMPACT ANALYSIS

Village Collection of Palm Springs
Palm Springs, FL

Prepared for:
10th Avenue Partnership LTD.
Palm Springs, Florida

Prepared by:

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030



Shaun G. MacKenzie P.E.
PE Number 61751
9/22/23

205002
September 2023
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CA 29013

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

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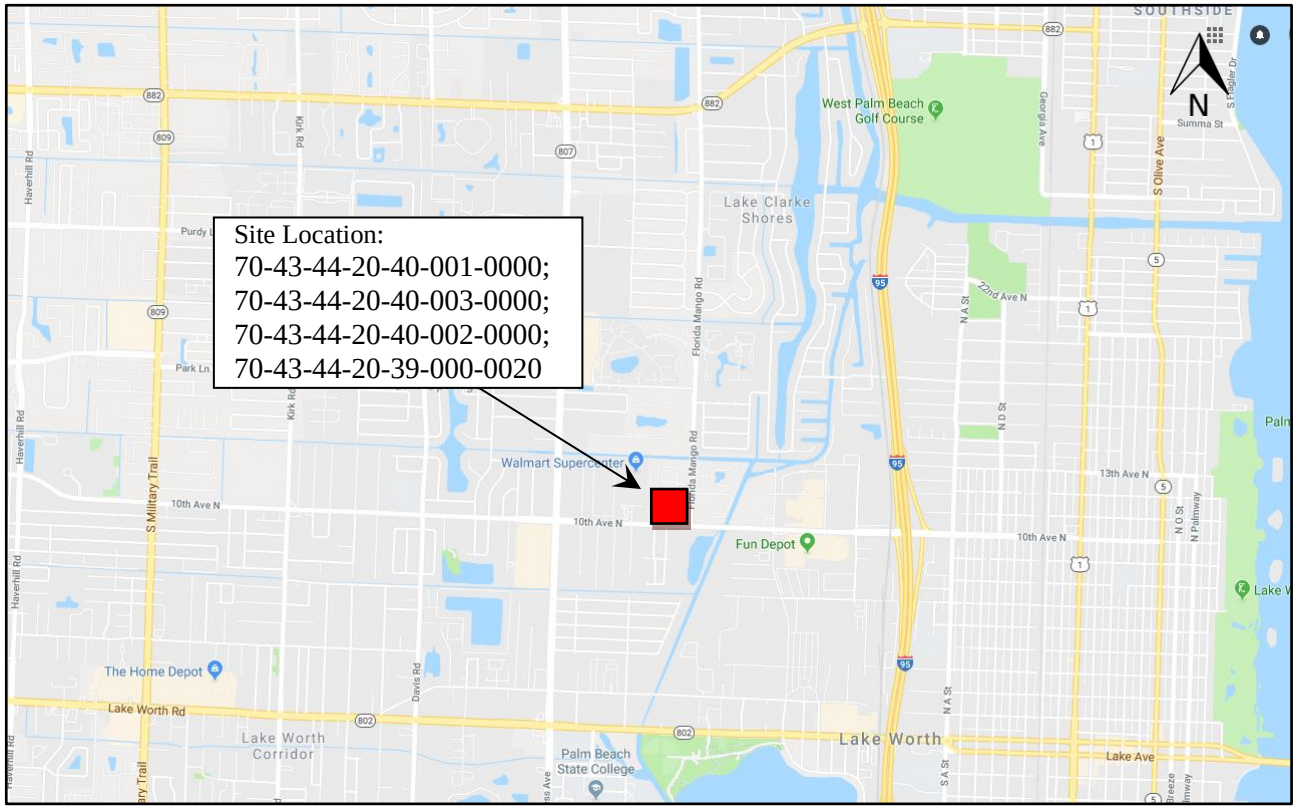
INTRODUCTION

MacKenzie Engineering and Planning, Inc. (MEP) was hired to conduct a traffic study to assess the effects on traffic caused by a proposed development located on the northwest corner of 10th Avenue and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). A buildout year of 2028 was analyzed for the proposed project. The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel. Figure 1 illustrates the site location.

Figure 1. Site Location



TRIP GENERATION

The study uses Palm Beach County trip generation rates and equations for General Office (ITE Land Use 710), Fast Food Restaurant with Drive-Through Window (ITE Land Use 934), Drive-In Bank (Land Use 912) and Hotel (ITE Land Use 310).

Existing Uses

The existing project includes the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 86,272 SF General Office (ITE Land Use 710)

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

Proposed Uses

The proposed project will develop the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 8,595 SF Fast Food Restaurant w/DT (ITE Land Use 934)
- 236 Rooms Hotel (ITE Land Use 310)

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

Net Change

The change of net new external trips:

- 2,689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4,641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

Trip Generation calculations are detailed in Exhibit 1A.

Internal Capture

The approved AM and PM peak hour internal capture is conservatively estimated at 2.3 and 4.8 percent, respectively. The proposed internal capture is estimated at 4.1 and 6.3 percent for AM and PM peak hour conditions, respectively.

This is a conservation rate given the potential interaction between the diverse uses on the site. Internal capture calculations are detailed in Exhibits 1B – 1E.

Pass-by Trip Capture

The proposed pass-by capture is in accordance with the Palm Beach County pass-by rates for the respective land uses, as shown in Table 2.

Table 1. Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
		PM/							
Internal Capture	AM	DAILY							
Drive-In Bank	4.9%	5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			***1,012***	***137***	***115***	***22***	***150***	***39***	***111***
Total Approved Driveway Volumes			***1,283***	***168***	***137***	***31***	***200***	***59***	***141***
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
		PM/							
Internal Capture	AM	DAILY							
Drive-In Bank	4.9%	7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			***3,701***	***301***	***159***	***142***	***294***	***88***	***143***
Total Proposed Driveway Volumes			***5,924***	***511***	***269***	***242***	***477***	***246***	***231***
NET CHANGE IN EXTERNAL TRIPS			**2,689**	**164**	**44**	**120**	**144**	**49**	**32**
NET CHANGE IN DRIVEWAY VOLUMES			**4,641**	**343**	**132**	**211**	**277**	**187**	**90**

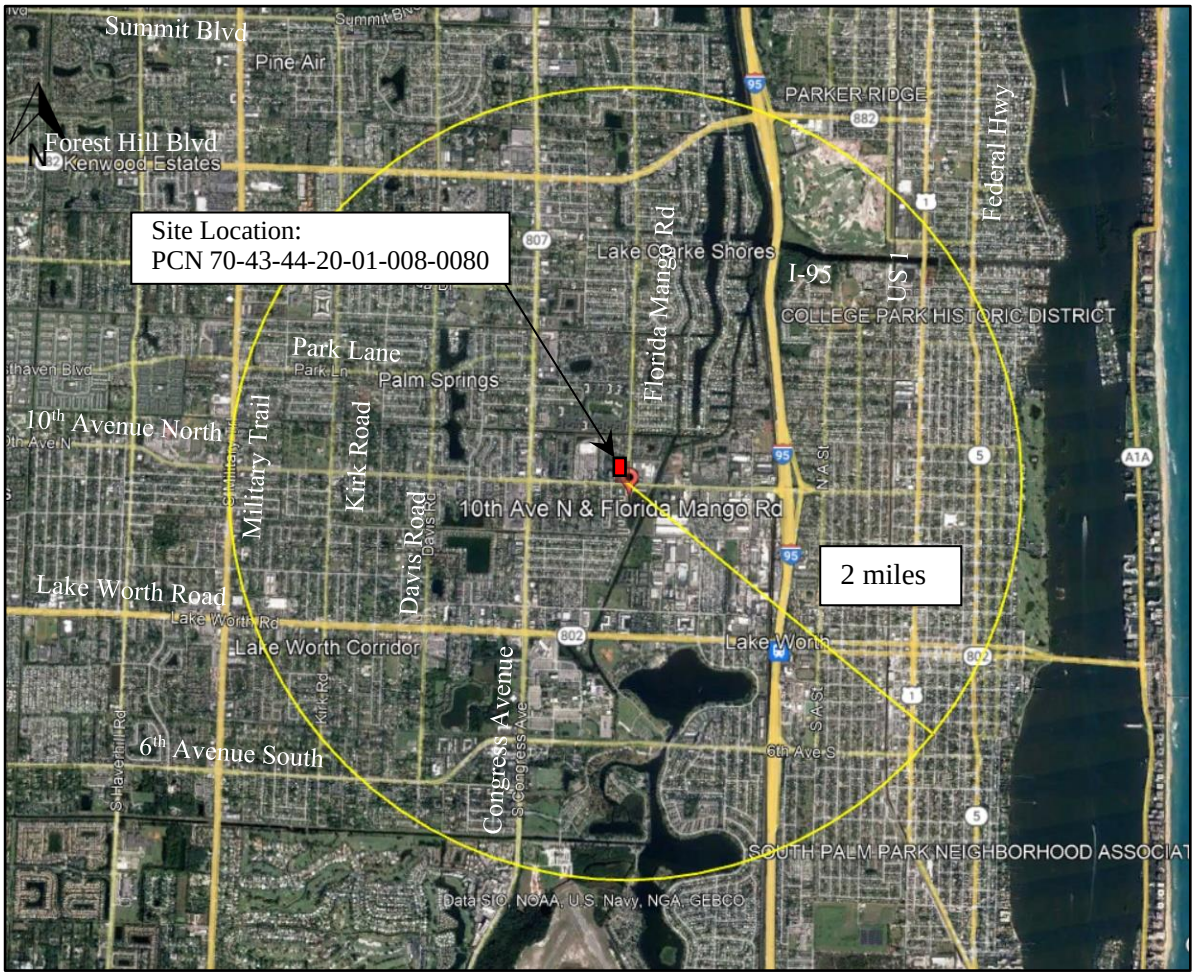
Table 2. Palm Beach County Trip Generation Rates

Note: Trip generation was calculated using the following data:								
	ITE			Pass-by	AM Peak Hour		PM Peak Hour	
Land Use	Code	Unit	Daily Rate	Rate	in/out	Rate	in/out	Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

Radius of Impact

Based on Table 12.B.2.D-7 3A of Article 12 of the Palm Beach County Unified Land Development Code, for a peak hour trip generation of 164 AM peak hour and 144 PM peak hour trips, the radius of development influence shall be two miles for the AM and PM peak hours. Figure 2 displays the radius of development influence.

Figure 2. Radius of Development Influence



TRAFFIC DISTRIBUTION

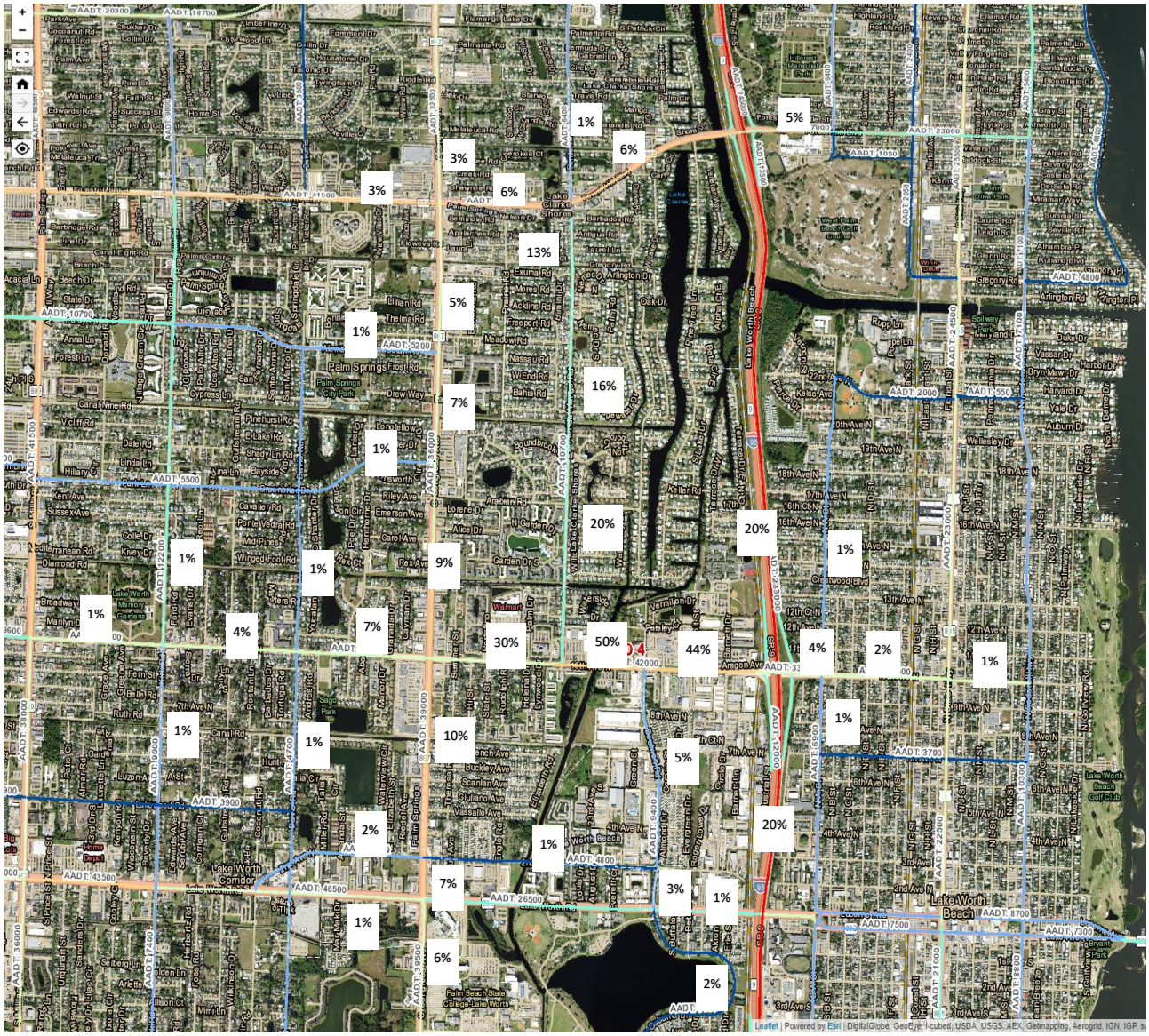
Traffic distribution and assignment was determined using engineering judgment, trip lengths, and a review of the roadway network in a process similar to the FSUTMS gravity model. The overall distribution is summarized by general directions and is depicted below:

NORTH	-	20 percent
EAST	-	50 percent
WEST	-	30 percent

TRAFFIC ASSIGNMENT

The distributed external trips for the project were assigned to the roadway network within the radius of influence based on the distribution. The traffic assignment is illustrated in Figure 3.

Figure 3. Traffic Assignment



Committed Projects

The Palm Beach County Traffic Division developed a database containing anticipated traffic volumes associated with committed development projects in the area. These volumes were obtained, and their impacts were added to the roadway links and intersections within the study area.

The TPS database contains committed roadway volumes for 10th Avenue North from I-95 to Congress Boulevard and Florida Mango Road from 10th Avenue North to Forest Hill Boulevard. The TPS database also contains committed intersection volumes for the intersections of 10th Avenue North and Florida Mango Road, 10th Avenue and Congress Boulevard and Florida Mango Rd and Forest Hill Boulevard.

Therefore, individual project information was generated based on the committed link, committed intersection and committed project information.

Historical Growth

According to the requirements of the TPS Article 12 Chapter C.1.C.4.b., the existing traffic volumes were adjusted using factors determined by a review of the historic traffic count data published by FDOT. The study uses a 0.5 percent growth rate as shown in Table 3.

Table 3. Growth Rate Calculation

Road	From	To	Sta ID	2018	2019	2020	2021	2022		Growth Rate
Congress Ave.	10th	Lake Worth Rd	930490	46,500	45,500		45,000	39,000		0.4%
10th Ave North	Congress Ave	I-95	930170	31,996	31,960	32,520	32,274	31,629		0.1%
								Weighted Average		**0.3%**
								Growth Rate Used		**0.50%**

ASSURED AND PROGRAMMED CONSTRUCTION

A review was conducted of the Five-Year Plans of Palm Beach County and FDOT, as well as those improvements committed by the developers of projects in the area. No improvements were identified.

TEST ONE - PART I (INTERSECTION ANALYSIS)

According to the County's TPS Section 2.A.1, Part I of Test One requires an analysis of the major intersection(s) nearest to each link that is directly assessed and significantly impacted by the proposed project.

Intersections on Project Accessed Links

The project directly accesses and significantly impacts 10th Avenue North from Congress Avenue to Project Site, from Project Site to Florida Mango Road, from Florida Mango Road to Boutwell Road and from Boutwell Road to I-95. Also, there is a significant impact on Florida Mango Road from Forest Hill Boulevard to Project Site and from Project Site to 10th Avenue North.

The intersections within the study area were evaluated in 2028 total (existing traffic plus background plus project) traffic conditions. This study analyzes the impacts to the following intersections for the AM and PM peak hours:

- 10th Avenue North and Congress Avenue – AM & PM peak hour
- 10th Avenue North and Florida Mango Rd – AM & PM peak hour
- Florida Mango Rd and Forest Hill Boulevard – AM & PM peak hour

The intersections were analyzed using the Critical Sum planning methodology as outlined in the 1985 Highway Capacity Manual (HCM).

10th Avenue North and Florida Mango Rd

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 5B and 6B.

10th Avenue North and Congress Avenue

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour for the AM peak hour as shown Table 4 and detailed in Exhibits 7B. For the PM peak hour, the following background improvement is necessary for the intersection to operate acceptedly (Table 4 and Exhibit 8B):

- Add a southbound left lane.

Florida Mango Rd and Forest Hill Boulevard

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 9B and 10B.

Table 4. Critical Sum Analysis

Intersection	Background	Background with Improvements (Pre-Development)	Total (with Bckgrnd Improve)
AM Peak Hour			
10th Avenue North and Florida Mango Road	-	-	903
10th Avenue North and Congress Boulevard	-	-	1,266
Forest Hill Boulevard and Florida Mango Road	-	-	1,325
PM Peak Hour			
10th Avenue North and Florida Mango Road	-	-	1,282
10th Avenue North and Congress Boulevard	1,441	1,373	1,376
Forest Hill Boulevard and Florida Mango Road	-	-	1,387

Total Traffic Analysis with Improvements

Project site traffic was added to the background traffic with the PM Peak Hour Background Needed Improvements for the 10th Avenue & Congress Boulevard intersection. The critical sum analysis shows that the intersections are projected to operate acceptably with background improvements.

Test One – Part I is satisfied.

TEST ONE - PART II (LINK EVALUATION)

According to the County's TPS, Part II of Test One requires a one-way peak hour link performance standard evaluation for each significant link considering its total one-way peak hour traffic volume and the roadway laneage to be in place by the end of the project buildout in 2028. Significant links are road segments impacted by project traffic that equals or exceeds one percent of a roadway's service volume.

Total Peak Hour

The project related traffic and total traffic for the AM and PM peak hours for one-way peak hour conditions are shown in Exhibits 2A and 3A, respectively. Based on the County's TPS, the following links are considered significantly impacted (project traffic consumes more than one percent of the roadway's service volume) by the project during the AM and PM peak hour.

AM Peak Hour

Florida Mango Road

- Northbound/Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Congress to Project Site
- Westbound – Project Site to Florida Mango Road
- Eastbound/Westbound – Florida Mango to Boutwell Road
- Eastbound/Westbound – Boutwell Road and I-95

PM Peak Hour

Florida Mango Road

- Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Project Site to Florida Mango Road
- Westbound – Florida Mango to Boutwell Road
- Westbound – Boutwell Road and I-95

For the segments that are significant a link volume analysis was undertaken to check if the standards for Test 1 are satisfied. Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Congress Avenue to Florida Mango Road,
- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,
- A 6-laning improvement on 10th Avenue from Boutwell Road to I-95.

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably.

Test One – Part II is satisfied.

TEST TWO – PART I (LINK EVALUATION)

Based on the requirements of Palm Beach County's TPS, an analysis was undertaken for all the roadway links included in the Palm Beach County Thoroughfare Map within the maximum radius of development influence to determine the Test Two significantly impacted links. Per Palm Beach County standards, all the roadway links on which the project traffic impact is greater than 3% of the LOS-E service volume are considered significantly impacted by the project traffic.

Total Peak Hour

A Test Two one-way peak hour link performance standard evaluation was undertaken for all thoroughfare links within the project study area. The analysis was performed considering the peak hour background traffic volume and the peak hour project traffic volume to be in place in 2028. Based on the analysis, the following segments are significantly impacted as shown in Exhibit 4A.

AM Peak Hour

Florida Mango Road

- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Eastbound – Florida Mango to Boutwell Road

Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably as shown in Exhibit 4B.

Test Two – Part I is satisfied.

ACCESS

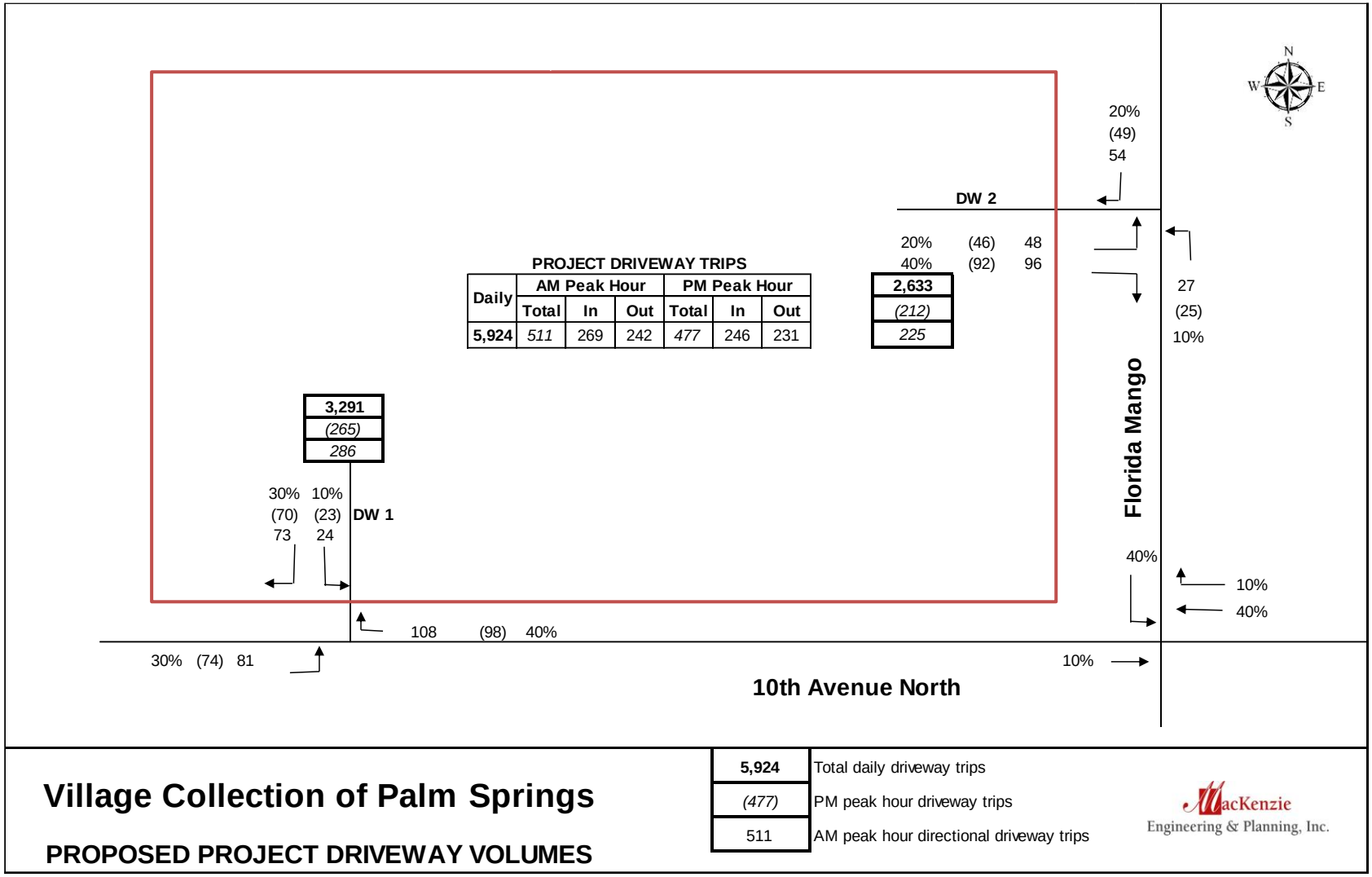
Driveways

The project site has the following existing driveways:

- 10th Avenue North – Driveway 1 – Full Opening
- Florida Mango Road – Driveway 2 – Full Opening

Figure 4 presents the anticipated driveway volumes.

Figure 4. Driveway Volumes



Turn Lanes

Driveway 1 – 10th Avenue North

Ingress Right Turn Lane

A right-turn lane at this location is required because the projected right-turn volume of 108 vehicles does satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

a) The adjacent street roadway AADT exceeds 10,000 (29,500); and (Met)
b) Driveway volume exceeds 1,000 vehicles per day (3,291); and (Met)
c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (108). (Met)

Ingress Left Turn Lane

A left-turn lane at this location is required because the projected left-turn volume of 81 vehicles does satisfy criteria identified within 300 Driveways and Other Turnouts Section 6A.

PBC Code 300 Driveways and Other Turnouts Section 6A. Requirements for a left-turn lane:

a) Left turn ingress volumes exceed 30 vehicles per hour per peak hour (81). (Met)

Based on Palm Beach County Code, a left-turn lane into the site is required or needed.

A left-turn lane into the entrance exists.

Driveway 2 – Florida Mango Road

Ingress Right Turn Lane

A right-turn lane at this location is not required because the projected right-turn volume of 54 vehicles does not satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

a) The adjacent street roadway AADT exceeds 10,000 (10,700); and (Met)
b) Driveway volume exceeds 1,000 vehicles per day (2,633); and (Met)
c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (54). (Not met)

Ingress Left Turn Lane

A left-turn lane into the entrance exists.

MEP evaluated the Florida Mango Road & Driveway 2 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0. The intersection is projected to operate acceptably.

CONCLUSION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

MacKenzie
Engineering & Planning, Inc.

EXHIBITS

EXHIBIT 1A

Village Collection of Palm Springs

Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
	AM	PM/ DAILY							
Internal Capture									
Drive-In Bank	4.9%	5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			***1,012***	***137***	***115***	***22***	***150***	***39***	***111***
Total Approved Driveway Volumes			***1,283***	***168***	***137***	***31***	***200***	***59***	***141***
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
	AM	PM/ DAILY							
Internal Capture									
Drive-In Bank	4.9%	7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			***3,701***	***301***	***159***	***142***	***294***	***88***	***143***
Total Proposed Driveway Volumes			***5,924***	***511***	***269***	***242***	***477***	***246***	***231***
NET CHANGE IN EXTERNAL TRIPS			**2,689**	**164**	**44**	**120**	**144**	**49**	**32**
NET CHANGE IN DRIVEWAY VOLUMES			**4,641**	**343**	**132**	**211**	**277**	**187**	**90**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

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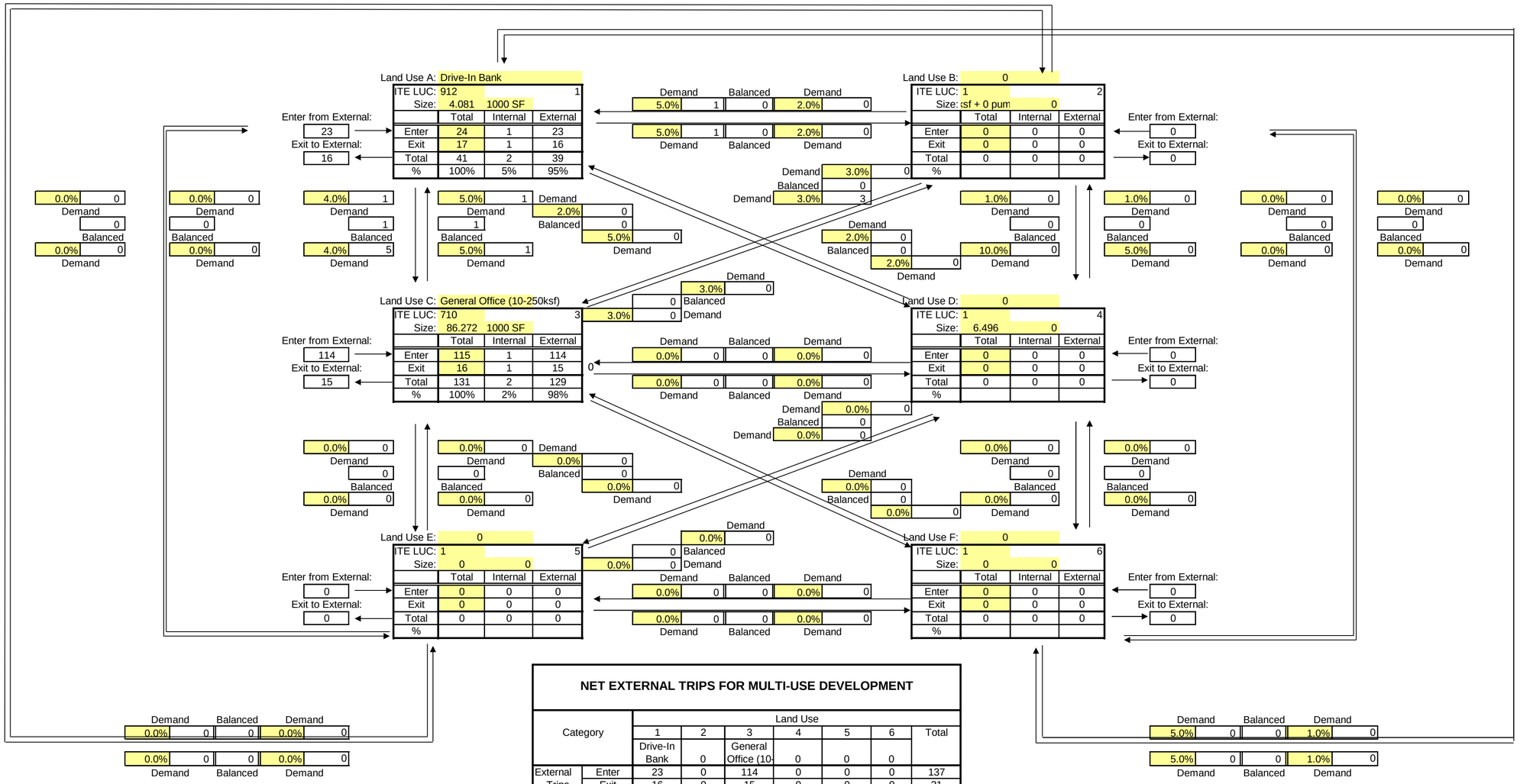
EXHIBIT 1B

Analysis Period: PM____, Midday____, AM __X__.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: AM Peak Hour - Existing



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

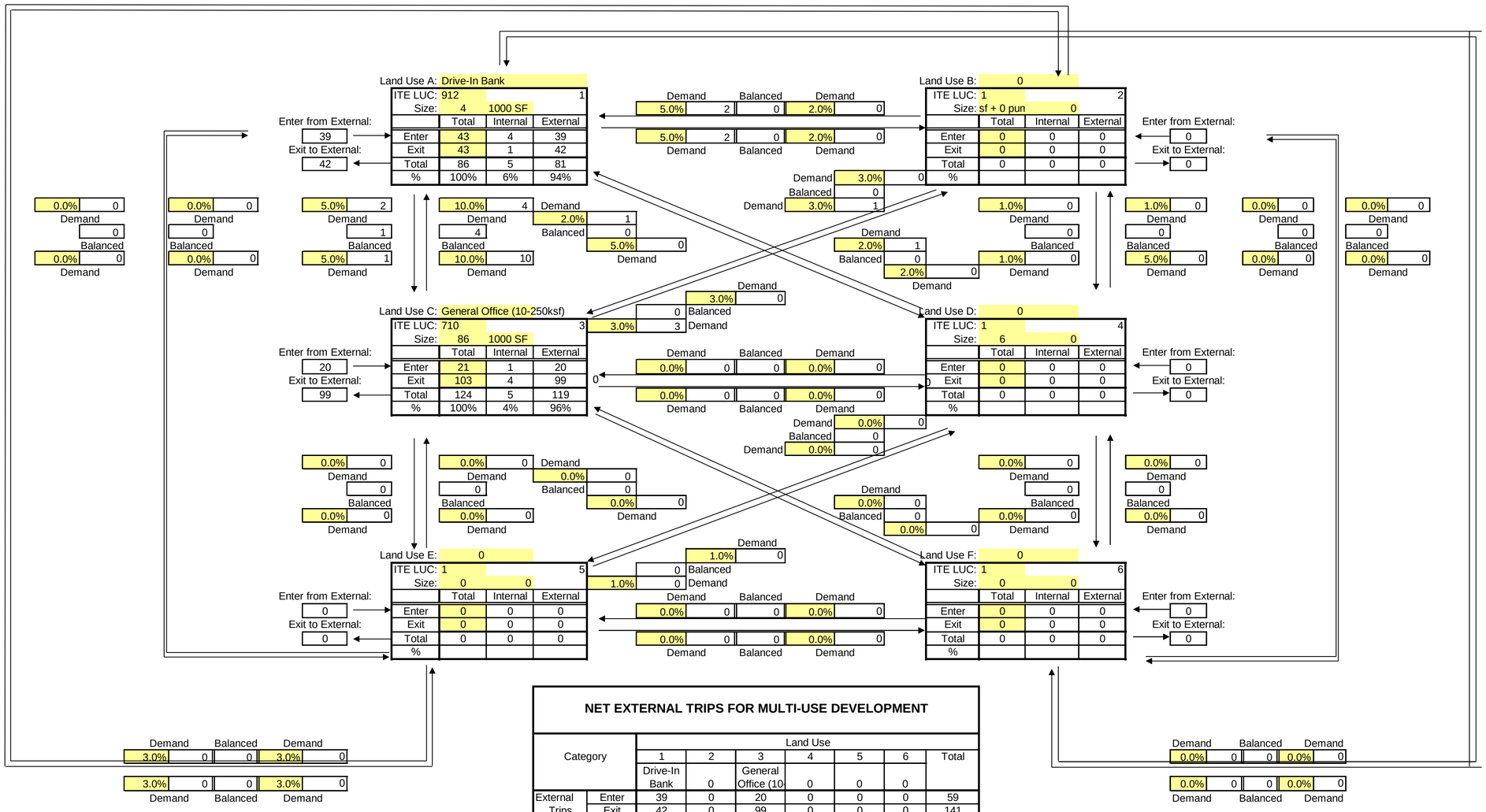
Category		Land Use 1 Drive-In Bank	2	3 General Office (10-	4	5	6	Total
External Trips	Enter	23	0	114	0	0	0	137
	Exit	16	0	15	0	0	0	31
	Total	39	0	129	0	0	0	**168**
Internal Trips	Enter	1	0	1	0	0	0	2
	Exit	1	0	1	0	0	0	2
	Total	2	0	2	0	0	0	**4**
Single Use Trip Gen Estimate		41	0	131	0	0	0	**172**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

EXHIBIT 1C

Analysis Period: PM_X___, AM ____.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: PM Peak Hour -Existing



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

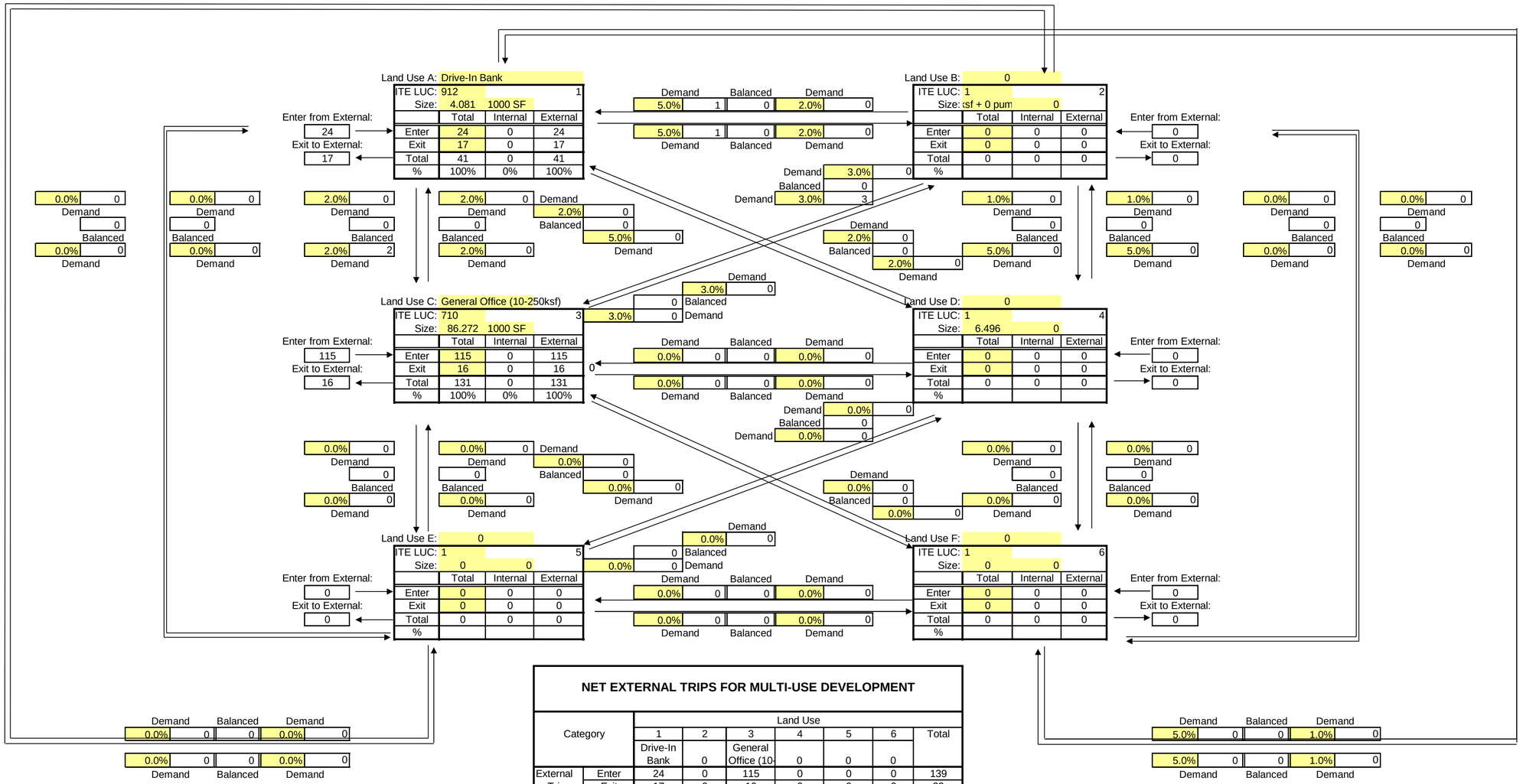
Category		Land Use 1 Drive-In Bank	2	3 General Office (10	4	5	6	Total
External Trips	Enter	39	0	20	0	0	0	59
	Exit	42	0	99	0	0	0	141
	Total	81	0	119	0	0	0	**200**
Internal Trips	Enter	4	0	1	0	0	0	5
	Exit	1	0	4	0	0	0	5
	Total	5	0	5	0	0	0	**10**
Single Use Trip Gen Estimate		86	0	124	0	0	0	**210**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

EXHIBIT 1D

Analysis Period: PM____, Midday____, AM __X__.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: AM Peak Hour - Proposed



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

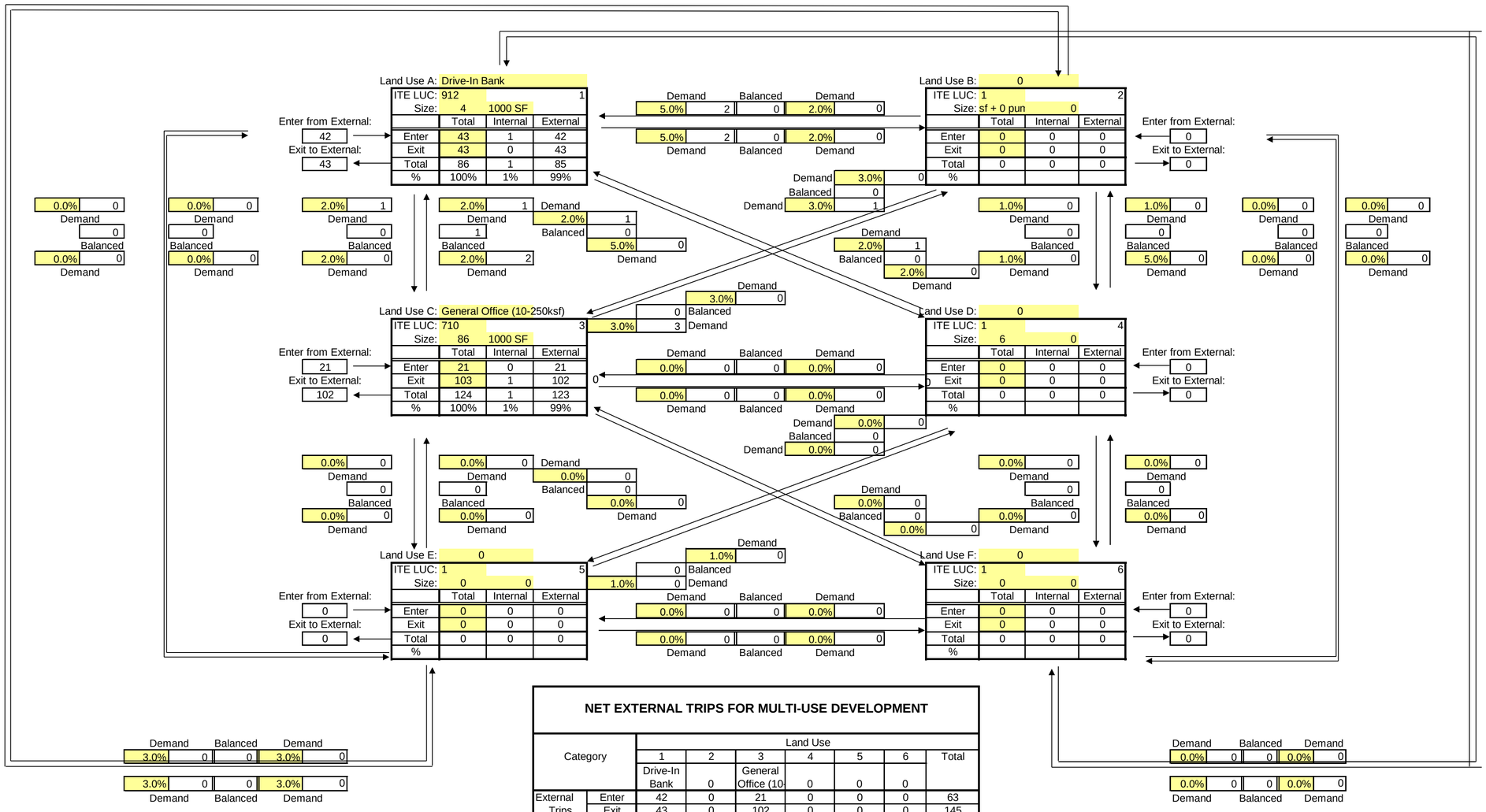
Category		Land Use 1 Drive-In Bank	2	3 General Office (10-	4	5	6	Total
External Trips	Enter	24	0	115	0	0	0	139
	Exit	17	0	16	0	0	0	33
	Total	41	0	131	0	0	0	**172**
Internal Trips	Enter	0	0	0	0	0	0	0
	Exit	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	**0**
Single Use Trip Gen Estimate		41	0	131	0	0	0	**172**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

EXHIBIT 1E

Analysis Period: PM_X___, AM ____.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: PM Peak Hour -Proposed

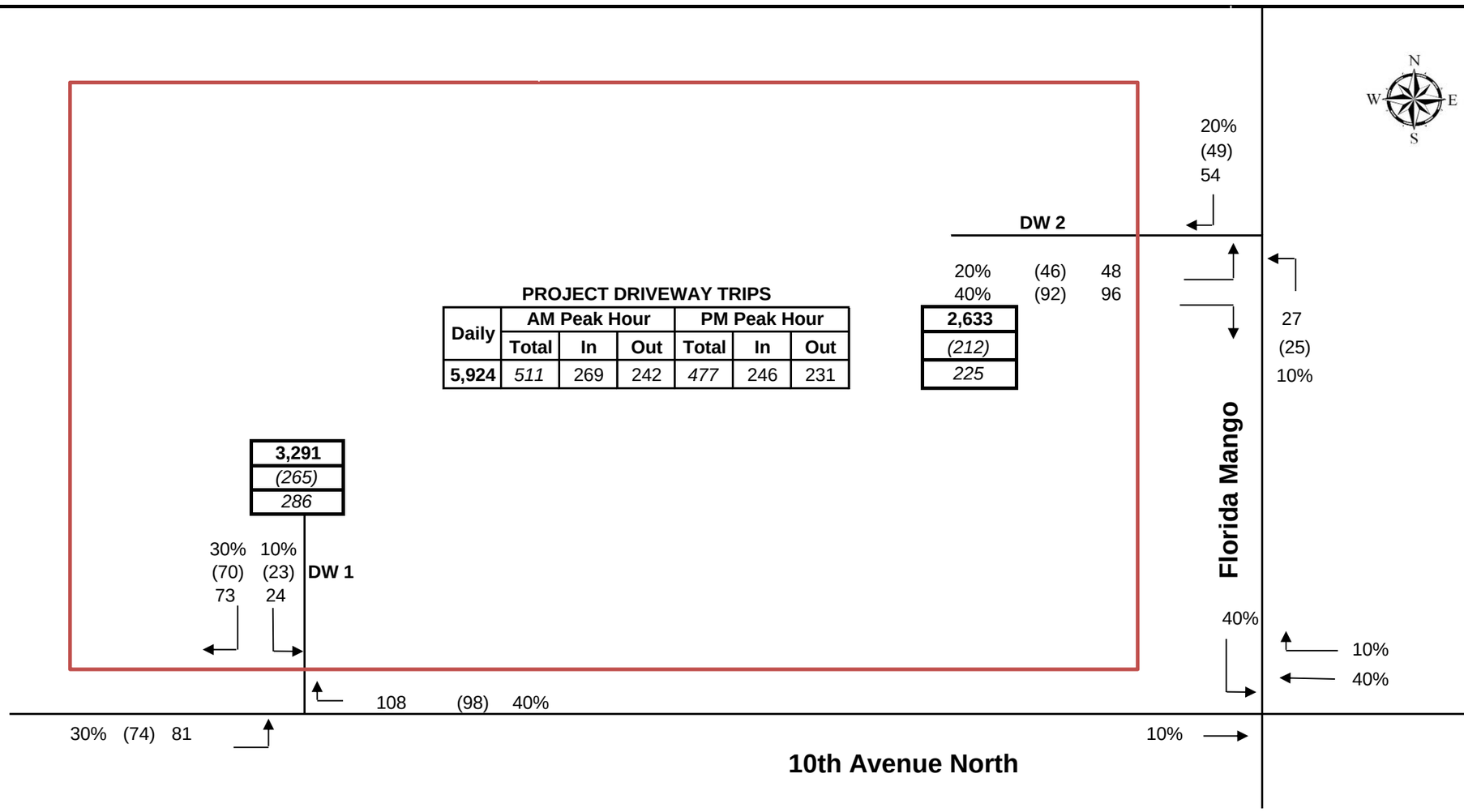


NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

Category		Land Use 1 Drive-In Bank	2	3 General Office (10	4	5	6	Total
External Trips	Enter	42	0	21	0	0	0	63
	Exit	43	0	102	0	0	0	145
	Total	85	0	123	0	0	0	**208**
Internal Trips	Enter	1	0	0	0	0	0	1
	Exit	0	0	1	0	0	0	1
	Total	1	0	1	0	0	0	**2**
Single Use Trip Gen Estimate		86	0	124	0	0	0	**210**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

FIGURE



Village Collection of Palm Springs

PROPOSED PROJECT DRIVEWAY VOLUMES

5,924	Total daily driveway trips
(477)	PM peak hour driveway trips
511	AM peak hour directional driveway trips

MacKenzie
Engineering & Planning, Inc.

EXHIBIT 2A - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			Existing		Committed		Percent	AM Peak Hour		AM Peak Hour		Significant		2022 AM		2023 PM			Growth	Committed		Committed Traffic		Growth from		2028 Background Peak		Meets Test 1		Backgrnd
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity	Project Assign	Project Trips NB/EB	Project Trips SB/WB	Significance NB/EB	Significance SB/WB	Impact ? NB/EB	Impact ? SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	Station	Factor	Traffic [6] NB/EB	Traffic [6] SB/WB	+ 1% Growth Rate NB/EB	+ 1% Growth Rate SB/WB	Historic Growth Rate NB/EB	Historic Growth Rate SB/WB	Hour Volume NB/EB	Hour Volume SB/WB	Standard ? NB/EB	Standard ? SB/WB	Needed Improv.
Florida Mango Road																														
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0.1%	0.0%	no	no					3646	0.50%											
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	2.7%	1.0%	YES	YES			282	451	35820	0.50%	49	42	63	65	7	11	345	516	Yes	Yes	
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		0.5%		no				282		35820	0.50%	49	42									
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		5.5%		YES				451	35820	0.50%	49	42		65		11		516		Yes	
10th Avenue North																														
Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	1	0.0%	0.1%	no	no					4603	0.50%											
Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	8	0.2%	0.5%	no	no					4653	0.50%											
Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	13	36	0.7%	2.0%	no	YES				1,303	35820	0.50%	135	155		221		33		1,524		Yes	
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	12		0.7%		no						35820		135	155									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		18		1.0%		YES				1,303	35820	0.50%	135	155		221		33		1,524		Yes	
Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	60	22	3.4%	1.2%	YES	YES	1,689	1,329			930170	0.50%	182	173	286	255	51	40	1,975	1,584	No	Yes	6-Laning
Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	53	19	3.0%	1.1%	YES	YES	1,689	1,329			930170	0.50%	231	198	335	280	51	40	2,024	1,609	No	Yes	6-Laning
I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	5	2	0.3%	0.1%	no	no																	
Congress Avenue																														
Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	11	4	0.4%	0.1%	no	no																	
10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	4	12	0.1%	0.4%	no	no																	
Forest Hill Blvd																														
Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6.0%	3	7	0.1%	0.3%	no	no																	
Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6.0%	7	3	0.3%	0.1%	no	no																	
Boutwell Road																														
10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	6	2	0.7%	0.2%	no	no																	

EXHIBIT 2B - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			2028 Background Needed Lanes		Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
From	To	Class	Number Of Lanes	LOS 'D' Capacity	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road												
Forest Hill Blvd	Project Site	1	2L	880	24	9	345	516	369	525	Yes	Yes
Project Site	10th Avenue North	1	2L	880		48		516		564		Yes
10th Avenue North												
Congress Avenue	Project Site	2	6LD	2,680	13	36		1,524		1,560		Yes
Project Site	Florida Mango Rd	2	6LD	2,680		18		1,524		1,542		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	60	22	1,975	1,584	2,035	1,606	Yes	Yes
Boutwell Rd	I-95	2	6LD	2,680	53	19	2,024	1,609	2,077	1,628	Yes	Yes

EXHIBIT 3A - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			Existing		Committed		Percent	Project Trips		Significance		Significant Impact ?		2022 PM		2023 PM PHPD Volume			Growth	Committed Traffic		Committed Traffic + 1% Growth Rate		Growth from Historic Growth Rate		2028 Background Peak Hour Volume		Meets Test 1 Standard ?		Backgrnd Needed Improv.
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	Station	Factor	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	
Florida Mango Road																														
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	0	0	0.0%	0.0%	no	no						0.5%											
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	6	10	0.7%	1.1%	no	YES				498	35820	0.5%	44	50		84		13		582		Yes	
Project Site	10th Avenue North	1	2L	880	2L	880	10%	5		0.6%		no					498	35820	0.5%	44	50									
Project Site	10th Avenue North	1	2L	880	2L	880	40%		13		1.5%		YES				498	35820	0.5%	44	50		75		13		573	Yes	Yes	
10th Avenue North																														
Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	0	0.0%	0.0%	no	no					4603	0.5%											
Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	2	0.2%	0.1%	no	no					4653	0.5%											
Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	15	10	0.8%	0.56%	no	no					35820	0.5%	229	205									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	3		0.2%		no						35820	0.5%	229	205									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		20		1.1%		YES				1,737	35820	0.5%	229	205		294		44		2,031		No	6-Laning
Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	16	25	0.9%	1.4%	no	YES	1,639	1,565			930170	0.5%	227	231		327		48		1,892		No	6-Laning
Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	14	22	0.8%	1.2%	no	YES	1,639	1,565			930170	0.5%	213	248		344		48		1,909		No	6-Laning
I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	1	2	0.1%	0.1%	no	no																	
Congress Avenue																														
Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	3	4	0.1%	0.1%	no	no																	
10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	5	3	0.2%	0.1%	no	no																	
Forest Hill Blvd																														
Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6%	3	2	0.1%	0.1%	no	no																	
Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6%	2	3	0.1%	0.1%	no	no																	
Boutwell Road																														
10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	2	2	0.2%	0.2%	no	no																	

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]pm peak (mango)

EXHIBIT 3B - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			2028 Background Needed Lanes		Percent	Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Summit Blvd	Forest Hill Blvd	1	2L	880	1%	0	0						
Forest Hill Blvd	Project Site	1	2L	880	20%	6	10		582		592		Yes
Project Site	10th Avenue North	1	2L	880	10%	5							
Project Site	10th Avenue North	1	2L	880	40%		13		573		586		Yes
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	30%	15	10						
Project Site	Florida Mango Rd	2	6LD	2,680	40%		20		2,031		2,051		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	50%	16	25		1,892		1,917		Yes
Boutwell Rd	I-95	2	6LD	2,680	44%	14	22		1,909		1,931		Yes

EXHIBIT 4A
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway			Existing		Committed		Percent	AM Peak Hour Project Trips		PM Peak Hour Project Trips		Project Significance				Significant Impact
												AM		PM		
From	To	Class	Number Of Lanes	LOS 'E' Capacity	Number Of Lanes	LOS 'E' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	???
Florida Mango Road																
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0	0	0.1%	0.0%	0.0%	0.0%	No
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	6	10	2.7%	1.0%	0.7%	1.1%	No
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		5		0.5%		0.6%		No
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		13		5.5%		1.5%	Yes
10th Avenue North																
Military Trail	Kirk Rd	2	5L	1,870	5L	1,870	1%	0	1	0	0	0.0%	0.1%	0.0%	0.0%	No
Kirk Rd	Congress Ave	2	5L	1,870	5L	1,870	7%	3	8	3	2	0.2%	0.4%	0.2%	0.1%	No
Congress Avenue	Project Site	2	5L	1,870	5L	1,870	30%	13	36	15	10	0.7%	1.9%	0.8%	0.5%	No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	10%	12		3		0.6%		0.2%		No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	40%		18		20		1.0%		1.1%	No
Florida Mango Road	Boutwell Rd	2	5L	1,870	5L	1,870	50%	60	22	16	25	3.2%	1.2%	0.9%	1.3%	Yes
Boutwell Rd	I-95	2	5L	1,870	5L	1,870	44%	53	19	14	22	2.8%	1.0%	0.8%	1.2%	No
I-95	N. Dixie Hwy	2	5L	1,870	5L	1,870	4%	5	2	1	2	0.3%	0.1%	0.1%	0.1%	No

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]test 2 (mango)

EXHIBIT 4B
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway			Committed		AM Peak Hour		2023 AM			Growth	Committed		Committed Traffic + 1%		2028 PM		Backgrnd	Bckgrnd	Bckgrnd			Meets Test 2
From	To	Class	Number Of Lanes	LOS 'E' Capacity	Project Trips NB/EB	Project Trips SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	Station ID	Factor	Traffic NB/EB	Traffic SB/WB	Growth Rate NB/EB	Growth Rate SB/WB	Background NB/EB	Background SB/WB	Needed Improve	Improved Capacity	Meets Test 2 Standards	2028 AM Total NB/EB	2028 AM Total SB/WB	Standards?
Florida Mango Road																						
Project Site	10th Avenue North	1	2L	880		48		451	35820	0.50%		42		65		516			Yes		564	Yes
10th Avenue North																						
Florida Mango Road	Boutwell Rd	2	5L	1,870	60		1,689		930170	0.50%	182		286		1,975		6-Laning	2,830	Yes	2,035		Yes

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]test 2 (mango) (2)

Village Collection of Palm Springs

AM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 5A

Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	13	307	5	0	5	199	26	0	15	3	9	0	49	3	24	658
7:15 AM	7:30 AM	0	19	223	2	0	0	214	25	0	6	2	15	0	54	3	24	587
7:30 AM	7:45 AM	0	12	258	4	0	3	221	29	0	9	2	7	0	54	1	47	647
7:45 AM	8:00 AM	0	20	222	4	0	0	227	24	0	12	3	6	0	51	0	27	596
8:00 AM	8:15 AM	0	28	267	8	0	2	217	24	0	8	2	7	0	53	3	36	655
8:15 AM	8:30 AM	0	29	269	5	0	2	224	32	0	5	0	5	0	47	1	40	659
8:30 AM	8:45 AM	0	18	301	4	0	1	210	32	0	6	3	8	0	57	2	36	678
8:45 AM	9:00 AM	0	23	273	4	0	4	239	29	0	6	0	3	0	37	3	45	666
Peak Hour Traffic Volume																		
8:00 AM	9:00 AM	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157	2658

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Seasonal Factor	0	10	111	2	0	1	89	12	0	3	1	2	0	19	1	16
Estimated 2022	**0**	**108**	**1221**	**23**	**0**	**10**	**979**	**129**	**0**	**28**	**6**	**25**	**0**	**213**	**10**	**173**
Growth 1%	0	8	88	2	0	1	71	9	0	2	0	2	0	15	1	12
Committed*	0	0	82	0	0	0	23	7	0	0	0	0	0	0	0	0
Committed + 1%	0	8	170	2	0	1	94	16	0	0	0	2	0	15	1	12
Growth 0.5%	0	4	43	1	0	0	35	5	0	1	0	1	0	8	0	6
Growth 0.5% or Committed + 1%	0	8	170	2	0	1	94	16	0	1	0	2	0	15	1	12
2028 Bckgrnd Volumes	**0**	**116**	**1391**	**25**	**0**	**6**	**1073**	**145**	**0**	**29**	**6**	**27**	**0**	**228**	**11**	**185**
Assignment			10%				40%	10%						40%		
in/out			out				in	in						out		
Project			18 **				42 **	10 **						72 **		
Post	**0**	**116**	**1409**	**25**	**0**	**6**	**1115**	**155**	**0**	**29**	**6**	**27**	**0**	**300**	**11**	**185**
Existing	0	108	1,221	23	0	10	979	129	0	28	6	25	0	213	10	173
Pre	0	116	1,391	25	0	11	1,073	145	0	29	6	27	0	228	11	185
Post	0	116	1,409	25	0	6	1,115	155	0	29	6	27	0	300	11	185

* Committed Traffic from TPS database

** Rounded for volume balancing

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 5B

Florida Mango Road & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Background Volume	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Total Project Volume	0	0	18	0	0	0	0	10	0	0	0	0	0	72	0	0
Total Volume		**116**	**1,409**	**25**		**6**	**1,073**	**155**		**29**	**6**	**27**		**300**	**11**	**185**
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		116	1434	< 0		6	1073	155		29	33	< 0		0 >	311	185
Approach Volume			1,550				1,234				62				496	
Per Lane Volume b4 RTOR		116	717	0		6	537	155		29	33	0		0	156	185
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		116	712	0		6	537	95		29	23	0		0	156	125
North-South Critical	NB + SB						185									
East-West Critical	WB LT + EB TH =						718		EB LT + WB TH =					653		
Maximum Critical Sum	**185**				**+**		**718**				**=**		**903**			

STATUS ?	**UNDER**

Village Collection of Palm Springs

PM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 6A

Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	50	222	9	0	3	322	71	0	5	0	7	0	48	4	40	781
4:15 PM	4:30 PM	0	40	222	8	0	3	315	45	0	5	5	5	0	39	5	42	734
4:30 PM	4:45 PM	0	49	249	11	0	13	343	51	0	1	1	4	0	49	1	41	813
4:45 PM	5:00 PM	0	49	246	13	0	5	312	42	0	5	1	6	0	59	3	57	798
5:00 PM	5:15 PM	0	43	218	5	0	6	362	63	0	3	4	7	0	39	8	44	802
5:15 PM	5:30 PM	0	40	213	10	0	10	338	67	0	13	1	10	0	52	2	48	804
5:30 PM	5:45 PM	0	44	222	10	0	12	321	61	0	10	6	3	0	54	1	51	795
5:45 PM	6:00 PM	0	58	245	8	0	9	343	62	0	7	3	11	0	43	3	41	833
Peak Hour Traffic Volume																		
5:00 PM	6:00 PM	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184	3234

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	**ebl**	**ebt**	**ebr**	**wbu**	**wbl**	**wbt**	**wbr**	**nbu**	**nbl**	**nbt**	**nbr**	**sbu**	**sbl**	**sbt**	**sbr**
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Seasonal Factor	0	19	90	3	0	4	136	25	0	3	1	3	0	19	1	18
Estimated 2022	**0**	**204**	**988**	**36**	**0**	**41**	**1500**	**278**	**0**	**36**	**15**	**34**	**0**	**207**	**15**	**202**
		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%
Estimated 2022	**0**	**204**	**988**	**36**	**0**	**41**	**1,500**	**278**	**0**	**36**	**15**	**34**	**0**	**207**	**15**	**202**
Growth 1%	0	15	71	3	0	3	108	20	0	3	1	2	0	15	1	15
Committed*	0	0	51	0	0	0	64	20	0	0	0	0	0	0	0	0
Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
Growth 0.5%	0	6	30	1	0	1	46	8	0	1	0	1	0	6	0	6
Growth 0.5% or Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
2028 Bckgrnd Volumes	**0**	**219**	**1110**	**39**	**0**	**39**	**1672**	**318**	**0**	**39**	**16**	**36**	**0**	**222**	**16**	**217**
Assignment			10%				40%	10%						40%		
in/out			out				in	in						out		
Project			12 **				87 **	21 **						50 **		
Post	**0**	**219**	**1122**	**39**	**0**	**39**	**1759**	**339**	**0**	**39**	**16**	**36**	**0**	**272**	**16**	**217**
Existing	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Pre	0	219	1,110	39	0	44	1,672	318	0	39	16	36	0	222	16	217
Post	0	219	1,122	39	0	39	1,759	339	0	39	16	36	0	272	16	217

** Rounded for volume balancing

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 6B

Florida Mango Road & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Background Volume	0	219	1110	39	0	39	1672	318	0	39	16	36	0	222	16	217
Total Project Volume	0	0	12	0	0	0	87	21	0	0	0	0	0	50	0	0
Total Volume	**0**	**219**	**1,122**	**39**	**0**	**39**	**1,759**	**339**	**0**	**39**	**16**	**36**	**0**	**272**	**16**	**217**
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		219	1161	< 0		39	1759	339		39	52	< 0		0 >	288	217
Approach Volume			1,380				2,137				91				505	
Per Lane Volume b4 RTOR		219	581	0		39	880	339		39	52	0		0	144	217
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		219	576	0		39	880	279		39	42	0		0	144	157
North-South Critical	NB + SB				183											
East-West Critical	WB LT + EB TH =				615				EB LT + WB TH =				1099			
Maximum Critical Sum	**183**				+	**1099**					=	**1,282**				

STATUS ?	**NEAR**

Village Collection of Palm Springs

AM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 7A

Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	77	218	65	2	72	102	73	1	15	210	65	0	42	124	15	1081
7:15 AM	7:30 AM	1	67	118	61	0	82	99	88	4	32	249	49	0	39	221	17	1127
7:30 AM	7:45 AM	1	68	144	53	0	101	103	72	3	30	242	55	0	41	249	20	1182
7:45 AM	8:00 AM	6	58	165	67	1	123	116	48	2	20	272	58	1	37	257	24	1255
8:00 AM	8:15 AM	3	64	168	66	2	120	101	66	4	31	220	84	2	51	206	14	1202
8:15 AM	8:30 AM	1	55	154	56	1	101	117	61	3	24	234	86	1	46	255	15	1210
8:30 AM	8:45 AM	4	62	187	48	0	127	108	75	3	34	188	80	0	49	181	16	1162
8:45 AM	9:00 AM	5	73	190	65	0	97	130	41	7	30	181	91	1	52	149	25	1137
Peak Hour Traffic Volume																		
7:30 AM	8:30 AM	11	245	631	242		445	437	247	12	105	968	283	4	175	967	73	4849

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	11	245	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Seasonal Factor	1	25	63	24	0	45	44	25	1	11	97	28	0	18	97	7
Estimated 2022	**0**	**282**	**694**	**266**	**0**	**490**	**481**	**272**	**13**	**116**	**1065**	**311**	**4**	**193**	**1064**	**80**
Growth 1%	0	20	50	19	0	35	35	20	0	8	77	22	0	14	77	6
Committed*	0	8	7	8	0	26	9	15	0	10	18	10	0	4	10	2
Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
Growth 0.5%	0	10	25	9	0	17	17	10	0	4	38	11	0	7	38	3
Growth 0.5% or Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
2028 Bckgrnd Volumes	**0**	**310**	**751**	**293**	**0**	**551**	**525**	**307**	**13**	**134**	**1160**	**343**	**4**	**211**	**1151**	**88**
Assignment			10%			10%	10%	10%				10%		10%		
in/out			in			out	out	out				in		in		
Project			4			12	12	12				4		4		
Post	**0**	**310**	**755**	**293**	**0**	**563**	**537**	**319**	**13**	**134**	**1160**	**347**	**4**	**215**	**1151**	**88**
Existing	0	282	694	266	0	490	481	272	13	116	1,065	311	4	193	1,064	80
Pre	0	310	751	293	0	551	525	307	13	134	1,160	343	4	211	1,151	88
Post	0	310	755	293	0	563	537	319	13	134	1,160	347	4	215	1,151	88

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 7B

Congress & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	256	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Background Volume	0	310	751	293	0	551	525	307	13	134	1160	343	4	211	1151	88
Total Project Volume	0	0	4	0	0	12	12	12	0	0	0	4	0	4	0	0
Total Volume		**310**	**755**	**293**		**563**	**537**	**319**		**147**	**1,160**	**347**		**219**	**1,151**	**88**
Critical Volume Analysis																
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1
Approach Vol by Lane Group		310	755	293		563	537	319		147	1160	347		219	1151	88
Approach Volume			1,358				1,419				1,654				1,458	
Per Lane Volume b4 RTOR		155	378	293		282	269	319		147	387	347		219	384	88
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		155	378	293		282	269	259		147	387	287		219	384	28
North-South Critical	SB LT + NB TH =					606			NB LT + SB TH =					531		
East-West Critical	WB LT + EB TH =					660			EB LT + WB TH =					424		

Maximum Critical Sum	**606**	+	**660**	= **1,266**

STATUS ?	**NEAR**

Village Collection of Palm Springs

PM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 8A

Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	8	58	181	60	1	96	223	67	5	30	207	107	3	54	216	39	1355
4:15 PM	4:30 PM	12	48	164	50	0	121	244	76	7	44	215	88	1	45	239	30	1384
4:30 PM	4:45 PM	5	48	158	56	2	105	207	82	8	46	235	112	1	68	230	42	1405
4:45 PM	5:00 PM	8	45	153	47	2	124	188	76	6	45	255	116	0	68	295	45	1473
5:00 PM	5:15 PM	6	53	147	55	3	115	219	67	1	52	220	102	6	49	237	41	1373
5:15 PM	5:30 PM	11	35	142	31	0	126	225	70	2	59	261	100	3	41	230	34	1370
5:30 PM	5:45 PM	6	60	149	63	0	121	200	60	5	50	258	114	0	68	270	41	1465
5:45 PM	6:00 PM	5	48	179	55	5	103	205	68	3	54	207	88	1	57	247	34	1359
Peak Hour Traffic Volume																		
4:45 PM	5:45 PM	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161	5681

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Seasonal Factor	3	19	59	20	1	49	83	27	1	21	99	43	1	23	103	16
Estimated 2022	**0**	**246**	**650**	**216**	**6**	**535**	**915**	**300**	**15**	**227**	**1093**	**475**	**10**	**249**	**1135**	**177**
Growth 1%	0	18	47	16	0	39	66	22	0	16	79	34	0	18	82	13
Committed*	0	3	20	29	0	36	5	7	0	29	32	33	0	15	36	7
Committed + 1%	0	21	67	45	0	75	71	29	0	45	111	67	0	33	118	20
Growth 0.5%	0	9	23	8	0	19	33	11	1	8	39	17	0	9	40	6
Growth 0.5% or Committed + 1%	0	21	67	45	0	75	71	29	1	45	111	67	0	33	118	20
2028 Bckgrnd Volumes	**0**	**267**	**717**	**261**	**6**	**610**	**986**	**329**	**16**	**272**	**1204**	**542**	**10**	**282**	**1253**	**197**
Assignment			10%			10%	10%	10%				10%		10%		
in/out			in			out	out	out				in		in		
Project			5			2	2	2				5		5		
Post	**0**	**267**	**722**	**261**	**6**	**612**	**988**	**331**	**16**	**272**	**1204**	**547**	**10**	**287**	**1253**	**197**
Existing	0	246	650	216	6	535	915	300	15	227	1,093	475	10	249	1,135	177
Pre	0	267	717	261	6	610	986	329	16	272	1,204	542	10	282	1,253	197
Post	0	267	722	261	6	612	988	331	16	272	1,204	547	10	287	1,253	197

Village Collection of Palm Springs
PM PEAK HOUR
EXHIBIT 8B
Congress & 10th Ave N
Background
Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Volume		**267**	**717**	**261**		**616**	**986**	**329**		**288**	**1,204**	**542**		**292**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1
Approach Vol by Lane Group		267	717	261		616	986	329		288	1204	542		292	1253	197
Approach Volume		1,245				1,931				2,034				1,742		
Per Lane Volume b4 RTOR		134	359	261		308	493	329		288	401	542		292	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	359	261		308	493	269		288	401	482		292	418	137
North-South Critical	SB LT + NB TH =				774				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				667				EB LT + WB TH =				627			
Maximum Critical Sum	**774**				**+**	**667**			**=**	**1,441**						

STATUS ?	**OVER**

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8C

Congress & 10th Ave N

Background with Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Volume		**267**	**717**	**261**		**616**	**986**	**329**		**288**	**1,204**	**542**		**292**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	717	261		616	986	329		288	1204	542		292	1253	197
Approach Volume	1,245				1,931				2,034				1,742			
Per Lane Volume b4 RTOR		134	359	261		308	493	329		288	401	542		146	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	359	261		308	493	269		288	401	482		146	418	137
North-South Critical	SB LT + NB TH =				628				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				667				EB LT + WB TH =				627			
Maximum Critical Sum	**706**				**+**	**667**			**=**	**1,373**						

STATUS ? **NEAR**

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8D

Congress & 10th Ave N

Total with Background Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Project Volume	0	0	5	0	0	2	2	2	0	0	0	5	0	5	0	0
Total Volume		**267**	**722**	**261**		**618**	**988**	**331**		**288**	**1,204**	**547**		**297**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	722	261		618	988	331		288	1204	547		297	1253	197
Approach Volume	1,250				1,937				2,039				1,747			
Per Lane Volume b4 RTOR		134	361	261		309	494	331		288	401	547		149	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	361	261		309	494	271		288	401	487		149	418	137
North-South Critical	SB LT + NB TH =				636				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				670				EB LT + WB TH =				628			
Maximum Critical Sum	**706**				**+**	**670**			**=**	**1,376**						

STATUS ?	**NEAR**	

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 9A
Florida Mango Road & Forest Hill Boulevard

Count Taken:	5/4/2022	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.02	

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	4	139	1926	103	10	66	1317	65	152	243	347	205	235	108
Seasonal Factor	0	3	39	2	0	1	26	1	3	5	7	4	5	2
Estimated 2022	**4**	**146**	**1965**	**105**	**10**	**67**	**1343**	**66**	**155**	**248**	**354**	**209**	**240**	**110**
Growth 1%	0	11	142	8	0	5	97	5	11	18	26	15	17	8
Committed*	0	0	1	3	0	4	1	0	8	0	5	0	0	0
Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
Growth 0.5%	0	5	70	4	0	2	48	2	6	9	13	7	9	4
Growth 0.5% or Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
2028 Bckgrnd Volumes	**4**	**157**	**2108**	**116**	**10**	**76**	**1441**	**71**	**174**	**266**	**385**	**224**	**257**	**118**
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				5		5			9	18	9		11	
Post	**4**	**157**	**2108**	**121**	**10**	**81**	**1441**	**71**	**183**	**284**	**394**	**224**	**268**	**118**

Existing	4	146	1,965	105	10	67	1,343	66	155	248	354	209	240	110
Pre	4	157	2,108	116	10	76	1,441	71	174	266	385	224	257	118
Post	4	157	2,108	121	10	81	1,441	71	183	284	394	224	268	118

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 9B

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**
5/4/2022	0	143	1926	103	10	66	1317	65	152	243	347	205	235	108
Background Volume	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Total Project Volume	0	0	0	5	0	5	0	0	9	18	9	0	11	0
Total Volume		**161**	**2,108**	**121**		**91**	**1,441**	**71**	**251**	**284**	**394**	**224**	**268**	**118**
Critical Volume Analysis														
No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		161	2108	121		91	1441	71	251	284	394	224	268	118
Approach Volume			2,390				1,603			929			610	
Per Lane Volume b4 RTOR		161	703	121		91	480	71	251	284	394	224	268	118
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		161	703	121		91	480	11	251	284	334	224	268	58
North-South Critical	SB LT + NB TH =					558			NB LT + SB TH =			519		
East-West Critical	WB LT + EB TH =					794			EB LT + WB TH =			641		
Maximum Critical Sum	**558**				**+**	**794**			**=**		**1,352**			

STATUS ? **NEAR**

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 10A
Florida Mango Road & Forest Hill Boulevard

Count Taken:	5/4/2022	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.02	

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Seasonal Factor	0	2	26	3	0	7	44	1	3	3	3	3	7	2
Estimated 2022	**9**	**92**	**1314**	**139**	**9**	**335**	**2224**	**59**	**148**	**166**	**169**	**148**	**335**	**106**
Growth 1%	0	7	95	10	0	24	160	4	11	12	12	11	24	8
Committed*	0	1	2	7	0	8	1	0	4	0	2	0	0	0
Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
Growth 0.5%	0	3	40	4	0	10	68	2	4	5	5	4	10	3
Growth 0.5% or Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
2028 Bckgrnd Volumes	**9**	**100**	**1411**	**156**	**9**	**367**	**2385**	**63**	**163**	**178**	**183**	**159**	**359**	**114**
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				11		11			6	13	6		22	
Post	**9**	**100**	**1411**	**167**	**9**	**378**	**2385**	**63**	**169**	**191**	**189**	**159**	**381**	**114**

Existing	9	92	1,314	139	9	335	2,224	59	148	166	169	148	335	106
Pre	9	100	1,411	156	9	367	2,385	63	163	178	183	159	359	114
Post	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 10B

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Background Volume	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Total Project Volume	0	0	0	11	0	11	0	0	6	13	6	0	22	0
Total Volume	**9**	**100**	**1,411**	**167**	**9**	**378**	**2,385**	**63**	**169**	**191**	**189**	**159**	**381**	**114**

Critical Volume Analysis Background Traffic

No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		100	1411	156		367	2385	63	163	178	183	159	359	114
Approach Volume			1,667				2,815			524			632	
Per Lane Volume b4 RTOR		100	470	156		367	795	63	163	178	183	159	359	114
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		100	470	156		367	795	3	163	178	123	159	359	54
North-South Critical	SB LT + NB TH =					337			NB LT + SB TH =			522		
East-West Critical	WB LT + EB TH =					837			EB LT + WB TH =			895		
Maximum Critical Sum	**522**				**+**	**895**			**=**		**1,417**			
STATUS ?	**OVER**													

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 11
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	10	0	5	1	0	2	4	90	0	2	34	6	154
7:15 AM	7:30 AM	0	5	1	1	1	0	2	5	96	4	3	37	5	160
7:30 AM	7:45 AM	0	13	0	3	3	0	0	8	79	2	3	43	12	166
7:45 AM	8:00 AM	0	11	0	0	2	0	0	3	64	2	1	35	7	125
8:00 AM	8:15 AM	0	12	1	7	5	0	1	9	86	2	2	48	5	178
8:15 AM	8:30 AM	0	9	0	5	0	0	3	2	73	2	2	44	11	151
8:30 AM	8:45 AM	0	8	0	6	0	0	5	3	64	2	3	52	8	151
8:45 AM	9:00 AM	0	7	0	6	1	1	6	10	67	3	3	54	6	164
		0	75	2	33	13	1	19	44	619	17	19	347	60	1249
Peak Hour Traffic Volume															
8:00 AM	9:00 AM	0	36	1	24	6	1	15	24	290	9	10	198	30	644

Count Taken: 6/7/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebl	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/7/2023	0	36	1	24	6	1	15	24	290	9	10	198	30
Seasonal Factor	0	3	0	2	0	0	1	2	23	1	1	16	2
Estimated 2023	**0**	**39**	**1**	**26**	**6**	**1**	**16**	**26**	**313**	**10**	**11**	**214**	**32**
Growth 1%	0	3	0	2	0	0	1	2	23	1	1	15	2
Committed*			82	0	0	21				0			
Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
Growth 0.5%	0	0	0	0	0	0	0	0	2	0	0	1	0
Growth 0.5% or Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
2028 Bckgrnd Volumes	**0**	**42**	**83**	**32**	**11**	**17**	**17**	**28**	**336**	**12**	**12**	**229**	**34**
Assignment		20%		40%				10%					20%
in/out		out		out				in					in
Project		42		84				13					26
Post	**0**	**84**	**83**	**116**	**11**	**17**	**17**	**41**	**336**	**12**	**12**	**229**	**60**
Existing	0	39	1	26	6	1	16	26	313	10	11	214	32
Pre	0	42	83	32	6	22	17	28	336	12	12	229	34
Post	0	84	83	116	11	17	17	41	336	12	12	229	60

* Committed Traffic EBT from 10th Ave N and Florida Mango Road is 82 (82 + 0 + 0) WBT from 10th Ave N and Congress Boulevard is 21 (2 + 9 + 10)

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 12
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	6	0	5	0	21	2	12	13	67	12	6	60	3	207
4:15 PM	4:30 PM	0	7	0	3	0	17	1	11	3	78	12	10	78	10	230
4:30 PM	4:45 PM	0	10	0	3	0	21	0	5	5	90	14	12	72	2	234
4:45 PM	5:00 PM	0	4	0	5	0	15	1	22	5	79	12	6	78	3	230
5:00 PM	5:15 PM	0	3	0	7	0	19	2	9	6	94	6	6	95	0	247
5:15 PM	5:30 PM	0	4	0	7	0	28	1	12	5	95	10	5	74	4	245
5:30 PM	5:45 PM	0	4	0	9	0	14	1	12	2	92	11	5	86	2	238
5:45 PM	6:00 PM	0	1	1	3	0	14	0	12	6	79	14	10	60	2	202
		0	39	1	42	0	149	8	95	45	674	91	60	603	26	1833
Peak Hour Traffic Volume																
4:45 PM	5:45 PM	0	15	0	28	0	76	5	55	18	360	39	22	333	9	960

Count Taken:	6/6/2023	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.08	

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/6/2023	**1/1/1900**	0	15	0	28	0	76	5	55	18	360	39	22	333	9
Seasonal Factor		0	1	0	2	0	6	0	4	1	29	3	2	27	1
Adjusted Volumes		0	16	0	30	0	82	5	59	19	389	42	24	360	10
Estimated 2023		**0**	**16**	**0**	**30**	**0**	**82**	**5**	**59**	**19**	**389**	**42**	**24**	**360**	**10**
Growth 1%		0	1	0	2	0	6	0	4	1	28	3	2	26	1
Committed*				51	0	0	0	5				0			
Committed + 1%		0	1	51	2	0	6	5	4	1	28	3	2	26	1
Growth 0.5%		0	0	0	0	0	0	0	0	0	2	0	0	2	
Growth 0.5% or Committed + 1%		0	1	51	2	0	6	5	4	1	28	3	2	26	1
2028 Bckgrnd Volumes		**0**	**17**	**51**	**32**	**0**	**93**	**5**	**63**	**20**	**417**	**45**	**26**	**386**	**11**
Assignment			20%		40%					10%					20%
in/out			out		out					in					in
Project			18		36					19					37
Post		**0**	**35**	**51**	**68**	**0**	**93**	**5**	**63**	**39**	**417**	**45**	**26**	**386**	**48**
Existing		0	16	0	30	0	82	5	59	19	389	42	24	360	10
Pre		0	17	51	32	0	88	10	63	20	417	45	26	386	11
Post		0	35	51	68	0	93	5	63	39	417	45	26	386	48

* Committed Traffic EBT from 10th Ave and Florida Mango Road is 51 (51 + 0 + 0) WBT from Florida Mango Road and Forest Hill is 5 (0 + 1 + 4)

HCS7 Two-Way Stop-Control Report

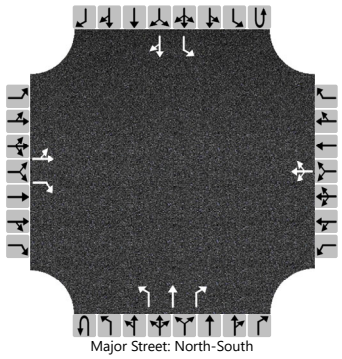
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development AM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		84	83	116		11	17	17		41	336	12		12	229	60
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		176		122			47			43				13		
Capacity, c (veh/h)		306		766			325			1257				1192		
v/c Ratio		0.57		0.16			0.15			0.03				0.01		
95% Queue Length, Q_{95} (veh)		3.4		0.6			0.5			0.1				0.0		
Control Delay (s/veh)		31.5		10.6			18.0			8.0				8.1		
Level of Service (LOS)		D		B			C			A				A		
Approach Delay (s/veh)	22.9				18.0				0.8				0.3			
Approach LOS	C				C											

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HCS7 Two-Way Stop-Control Report

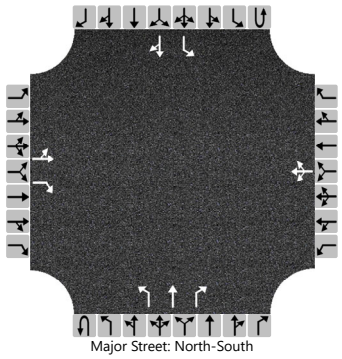
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development PM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		35	51	68		93	5	63		39	417	45		26	386	48
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized		No								No						
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		91		72			169			41				27		
Capacity, c (veh/h)		191		624			198			1104				1077		
v/c Ratio		0.47		0.11			0.86			0.04				0.03		
95% Queue Length, Q_{95} (veh)		2.3		0.4			6.4			0.1				0.1		
Control Delay (s/veh)		39.8		11.5			80.4			8.4				8.4		
Level of Service (LOS)		E		B			F			A				A		
Approach Delay (s/veh)		27.3				80.4				0.7				0.5		
Approach LOS		D				F										

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MacKenzie
Engineering & Planning, Inc.

APPENDICES

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17[a]	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue[b]	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA)[h]	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA)[h]	710	1000 S.F.	Ln(T) = 0.87 Ln(X) + 3.05	10%	88/12	Ln(T) = 0.86Ln(X) + 1.16	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	T=42.97(X)-108.01	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre[c]	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
Services	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88[d]	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store[e]	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated)[g]	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12)

b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split

c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.

d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Florida Mango Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2028
GROWTH RATE: 0%
STATION: 4212
FROM: 10th Ave N
TO: Forest Hill Blvd
COUNT DATE: NA
PSF: 0

Report Created
9/22/2023

Link Analysis

Time Period		AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB	
Existing Volume	0	0	0	0	0	0	
Peak Volume	0	0	0	0	0	0	
Diversion(%)	0	0	0	0	0	0	
Volume after Diversion	0	0	0	0	0	0	
Committed Developments							Type	% Complete
Circus Trix	0	0	0	2	1	1	NR	25%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
2773 Public Charter School	11	6	5	2	1	1	NR	75%
Boutwell Road Apartments	15	10	5	18	7	11	Res	0%
Golden Roads Apartments	12	9	2	14	5	9	Res	0%
Waterside Plaza	4	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	38	18	20	42	21	21	NR	15%
7-Eleven - 1900 10th Ave	19	9	10	17	9	9	NR	10%
Total Committed Developments	100	54	44	102	47	55		
Total Committed Residential	27	19	7	32	12	20		
Total Committed Non-Residential	73	35	37	70	35	35		
Double Count Reduction	7	5	2	8	3	5		
Total Discounted Committed Developments	93	49	42	94	44	50		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	93	49	42	94	44	50		
Growth Volume Used	93	49	42	94	44	50		
Total Volume	93	49	42	94	44	50		
Lanes	2L							
LOS D Capacity	1480	880	880	1480	880	880		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	1570	880	880	1570	880	880		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: 10th Ave N | STATION: 4203 | Report Created
CURRENT YEAR: 2020 | FROM: Midpoint | 9/22/2023
ANALYSIS YEAR: 2028 | TO: N Interstate 95
GROWTH RATE: 0% | COUNT DATE: 2/24/2020
PSF: 1

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	18	13	5	22	9	13	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Boutwell Road Apartments	77	52	25	92	36	56	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	5	3	3	2	1	1	NR	75%
7-Eleven - 1900 10th Ave	88	45	44	81	41	40	NR	10%
3322 Boutwell Road	8	6	2	7	2	4	Res	0%
2209 7th Ave N	10	2	8	8	5	3	NR	0%
Total Committed Developments	468	257	213	515	238	275		
Total Committed Residential	187	126	61	242	99	142		
Total Committed Non-Residential	281	131	152	273	139	133		
Double Count Reduction	47	26	15	55	25	27		
Total Discounted Committed Developments	421	231	198	460	213	248		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	674	377	313	725	348	379		
Growth Volume Used	674	377	313	725	348	379		
Total Volume	3722	2139	1706	3927	1973	1956		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME:	10th Ave N	STATION:	4203	Report Created
CURRENT YEAR:	2020	FROM:	Florida Mango	9/22/2023
ANALYSIS YEAR:	2028	TO:	Boutwell Rd	
GROWTH RATE:	0%	COUNT DATE:	2/24/2020	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	62	20	42	73	44	29	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Waterside Plaza	6	3	3	3	1	2	NR	75%
10th Avenue & Florida Mango	83	39	44	93	45	47	NR	25%
7-Eleven - 1900 10th Ave	71	36	36	65	33	32	NR	10%
3322 Boutwell Road	5	1	4	4	3	2	Res	0%
2209 7th Ave N	10	8	2	8	3	5	NR	0%
Total Committed Developments	389	201	190	503	249	255		
Total Committed Residential	145	77	68	181	89	94		
Total Committed Non-Residential	244	124	122	322	160	161		
Double Count Reduction	36	19	17	45	22	24		
Total Discounted Committed Developments	353	182	173	458	227	231		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	606	328	288	723	362	362		
Growth Volume Used	606	328	288	723	362	362		
Total Volume	3654	2090	1681	3925	1987	1939		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	NO	NO	YES	NO	NO	NO		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	NO	NO	YES	NO	NO	NO		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: 10th Ave N
CURRENT YEAR: 2020
ANALYSIS YEAR: 2028
GROWTH RATE: 0%
STATION: 4203
FROM: Congress
TO: Florida Mango Rd
COUNT DATE: 2/24/2020
PSF: 1
Report Created: 9/22/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	10	8	2	12	4	8	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	46	15	31	55	33	22	Res	0%
Golden Roads Apartments	35	7	28	43	28	15	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	5	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	50	26	23	56	28	27	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
7-Eleven - 1900 10th Ave	52	27	26	48	24	24	NR	10%
Brave Little Stars Academy	7	4	4	7	4	4	NR	0%
Total Committed Developments	317	145	172	466	248	219		
Total Committed Residential	102	34	67	129	75	54		
Total Committed Non-Residential	215	111	105	337	173	165		
Double Count Reduction	26	9	17	32	19	14		
Total Discounted Committed Developments	291	136	155	434	229	205		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	544	282	270	699	364	336		
Growth Volume Used	544	282	270	699	364	336		
Total Volume	3592	2044	1663	3901	1989	1913		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	NO	NO	YES	NO	NO	NO		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	NO	NO	YES	NO	NO	NO		

A	B	C	D	E	F	G	H	I	J	K	L

Input Data

E-W Street: 10th Ave N | COUNT DATE: 12/15/2020 | Report Created
N-S STREET: Congress Ave | CURRENT YEAR: 2020 | 6/5/2023
TIME PERIOD: AM | ANALYSIS YEAR: 2028
GROWTH RATE: 0.58% | PSF: 1.03
SIGNAL ID: 35810

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	2	2	0	0	2	3	2	0	3
Tonset Property	1	0	0	0	0	1	0	1	0	8	8
APEC Petroleum	0	6	0	7	6	6	0	0	7	6	0
Boutwell Road Apartments	0	5	0	10	10	10	0	0	5	5	0
Lake Worth Middle School	0	14	0	7	11	2	0	0	8	2	0
Residences at Lake Worth	0	0	2	1	0	0	5	5	3	0	2
Lantana Airport SDA1	0	0	23	0	0	0	6	8	0	0	29
East Parcel Annex	0	0	7	7	0	0	6	6	6	0	7
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	1	1	0	5	4	0	0	2	1	0	8
Waterside Plaza	0	2	0	1	1	1	0	0	2	2	0
Mid-County Center	1	1	0	3	1	0	0	2	2	0	3
Soma Medical Center	0	0	1	1	0	0	5	5	5	0	1
Lantana Airport SDA2	0	0	4	0	0	0	1	1	0	0	5
Forest Hill / Congress Pharmacy	1	0	0	0	0	1	0	1	0	1	1
Walmart-Palm Springs	0	6	0	3	5	3	0	0	4	3	0
Golden Roads Apartments	0	2	0	9	9	9	0	0	2	2	0
AutoZone #6361	1	0	0	0	0	1	0	1	0	1	1
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	2	8	2	25	23	20	5	8	11	15	18
Total Committed Non-Residential	7	29	35	29	24	18	18	28	34	19	51
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	0	0	0	0	0	0	0	0	0
Historical Growth	0	0	0	0	0	0	0	0	0	0	0
Comm Dev+1% Growth	0	0	0	0	0	0	0	0	0	0	0
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0

Input Data

E-W Street: 10th Ave N | COUNT DATE: 12/15/2020 | Report Created
N-S STREET: Congress Ave | CURRENT YEAR: 2020 | 6/5/2023

TIME PERIOD: PM ANALYSIS YEAR: 2028

GROWTH RATE: 0.58% PSF: 1.03

SIGNAL ID: 35810

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	1	1	0	0	1	2	1	0	2
Tonset Property	5	0	0	0	0	8	0	8	0	4	4
APEC Petroleum	0	6	0	6	6	5	0	0	6	5	0
Boutwell Road Apartments	0	11	0	7	7	7	0	0	11	11	0
Lake Worth Middle School	0	4	0	2	4	1	0	0	2	0	0
Residences at Lake Worth	0	0	5	3	0	0	3	3	2	0	5
Lantana Airport SDA1	0	0	8	0	0	0	22	28	0	0	10
East Parcel Annex	0	0	25	25	0	0	27	27	27	0	25
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	6	6	0	6	4	0	0	12	8	0	9
Waterside Plaza	0	1	0	1	1	1	0	0	1	1	0
Mid-County Center	1	1	0	2	1	0	0	4	4	0	2
Soma Medical Center	0	0	4	4	0	0	2	2	2	0	4
Lantana Airport SDA2	0	0	2	0	0	0	5	7	0	0	2
Forest Hill / Congress Pharmacy	3	0	0	0	0	3	0	5	0	3	5
Walmart-Palm Springs	0	24	0	16	25	13	0	0	15	12	0
Golden Roads Apartments	0	9	0	5	5	5	0	0	9	9	0
Palm Springs Park of Commerce	0	0	0	0	0	0	1	0	1	0	0
AutoZone #6361	5	0	0	0	0	5	0	5	0	6	6
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	6	26	5	21	16	12	3	15	30	20	14
Total Committed Non-Residential	13	36	39	56	37	32	57	82	58	31	58
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	13	36	39	56	37	32	57	82	58	31	58
Historical Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Comm Dev+1% Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	1	1	0	0	1	2	1	0	2

M	N	O
Right 0% 0		
	Type	% Complete
0	NR	81%
6	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
1	NR	50%
0	NR	75%
0	Res	0%
1	NR	0%
0		
10		
7		
0		
0		
0		
0		
0		
0		

Right		
0%		
0		
	Type	% Complete
0	NR	81%
3	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
3	NR	50%
0	NR	75%
0	Res	0%
0	NR	75%
6	NR	0%
0		
4		
14		
0		
14		

0
0
0
0

A	B	C	D	E	F	G	H	I	J	K

Input Data

E-W Street: 10th Ave N
N-S STREET: Florida Mango Rd
TIME PERIOD: AM
GROWTH RATE: 1.18%
SIGNAL ID: 35820

COUNT DATE: 11/26/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2028
PSF: 1.04

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	183	1065	15	16	757	156	24	11	21	203
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	190	1108	16	17	787	162	25	11	22	211
Committed Developments										
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	11	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	15	0	0	31	10	0	0	0	5
Lake Worth Middle School	0	14	0	0	11	2	0	0	0	2
The Village at Lake Worth	0	0	0	0	1	1	0	0	0	0
Residences at Lake Worth	0	3	0	0	1	0	0	0	0	0
Mid-County Center	0	2	0	0	3	0	0	0	0	0
Lake Worth Corners	1	1	0	0	5	0	0	0	0	0
Walmart-Palm Springs	1	10	0	0	11	0	0	0	0	0
Golden Roads Apartments	0	7	0	0	28	9	0	0	0	2
Total Committed Developments	3	72	0	0	112	22	0	0	0	9
Total Committed Residential	1	26	0	0	66	20	0	0	0	7
Total Committed Non-Residential	2	46	0	0	46	2	0	0	0	2
Double Count Reduction	0	7	0	0	9	0	0	0	0	0
Total Discounted Committed	3	65	0	0	103	22	0	0	0	9
Historical Growth	24	138	2	2	98	20	3	1	3	26
Comm Dev+1% Growth	23	181	2	2	185	39	3	1	2	31
Growth Volume Used	24	181	2	2	185	39	3	1	3	31
Total Volume	214	1289	18	19	972	201	28	12	25	242

Input Data

E-W Street: 10th Ave N
N-S STREET: Florida Mango Rd
TIME PERIOD: PM
GROWTH RATE: 1.18%
SIGNAL ID: 35820

COUNT DATE: 11/26/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2028
PSF: 1.04

Intersection Volume Development

Eastbound	Westbound	Northbound	

	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	320	866	21	31	1267	276	33	5	11	179
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	333	901	22	32	1318	287	34	5	11	186
Committed Developments										
WAWA - SEC 10th and Military Trail	0	7	0	0	7	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	10	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	33	0	0	22	7	0	0	0	11
Lake Worth Middle School	0	4	0	0	4	1	0	0	0	0
The Village at Lake Worth	0	1	0	0	1	0	0	0	0	1
Residences at Lake Worth	0	2	0	0	3	0	0	0	0	0
Mid-County Center	0	3	0	0	2	0	0	0	0	0
Lake Worth Corners	4	8	0	0	6	0	0	0	0	0
Walmart-Palm Springs	3	51	0	0	48	0	0	0	0	0
Golden Roads Apartments	0	28	0	0	15	5	0	0	0	9
Total Committed Developments	8	148	0	0	120	13	0	0	0	21
Total Committed Residential	4	72	0	0	47	12	0	0	0	21
Total Committed Non-Residential	4	76	0	0	73	1	0	0	0	0
Double Count Reduction	1	15	0	0	12	0	0	0	0	0
Total Discounted Committed	7	133	0	0	108	13	0	0	0	21
Historical Growth	41	112	3	4	164	36	4	1	1	23
Comm Dev+1% Growth	42	227	2	3	246	43	4	1	1	40
Growth Volume Used	42	227	3	4	246	43	4	1	1	40
Total Volume	375	1128	25	36	1564	330	38	6	12	226

L	M	N	O

Report Created
6/6/2023

Southbound	
Thru	Right
7	250
0%	0%
7	260

		Type	% Complete
0	0	NR	Expired
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	Expired
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	2	Res	0%
0	1	NR	Expired
0	0	Res	0%
0	4		
0	2		
0	2		
0	0		
0	4		

1	32
1	31
1	32
8	292

Report Created
6/6/2023

Southbound

Thru	Right		
7	301		
0%	0%		
7	313		
		Type	% Complete
0	0	NR	0%
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	77.20%
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	3	Res	0%
0	3	NR	75%
0	0	Res	0%
0	7		
0	3		
0	4		
0	1		
0	6		
1	39		
1	39		
1	39		
8	352		

A	B	C	D	E	F	G	H	I	J	K

Input Data

E-W Street:	Forest Hill Blvd	COUNT DATE:	5/13/2019
N-S STREET:	Florida Mango Rd	CURRENT YEAR:	2019
TIME PERIOD:	AM	ANALYSIS YEAR:	2028
GROWTH RATE:	0.87%	PSF:	1.03
SIGNAL ID:	33510		

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	118	1750	95	133	1122	87	122	215	334	210
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	122	1803	98	137	1156	90	126	221	344	216
Committed Developments										
Summit/Congress Plaza	0	0	0	0	0	0	0	0	0	0
Circus Trix	0	0	0	0	0	0	0	0	0	0
Boutwell Road Apartments	0	0	2	3	0	0	3	0	5	0
Lake Worth Middle School	0	0	2	2	0	0	2	0	2	0
CHS Properties	0	0	0	0	0	0	0	0	0	0
2773 Public Charter School	0	0	0	0	0	0	0	0	0	0
Walmart-Palm Springs	0	0	0	0	0	0	0	0	0	0
Forest Hill / Congress Pharmacy	0	0	0	0	0	0	0	0	0	0
Golden Roads Apartments	0	0	1	1	0	0	5	0	5	0
Congress Center	0	0	0	0	0	0	0	0	0	0
Total Committed Developments	0	0	5	6	0	0	10	0	12	0
Total Committed Residential	0	0	3	4	0	0	8	0	10	0
Total Committed Non-Residential	0	0	2	2	0	0	2	0	2	0
Double Count Reduction	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	5	6	0	0	10	0	12	0
Historical Growth	10	146	8	11	94	7	10	18	28	18
Comm Dev+1% Growth	11	169	14	19	108	8	22	21	44	20
Growth Volume Used	11	169	14	19	108	8	22	21	44	20
Total Volume	133	1972	112	156	1264	98	148	242	388	236

Input Data

E-W Street:	Forest Hill Blvd	COUNT DATE:	5/13/2019
N-S STREET:	Florida Mango Rd	CURRENT YEAR:	2019
TIME PERIOD:	PM	ANALYSIS YEAR:	2028
GROWTH RATE:	0.87%	PSF:	1.03
SIGNAL ID:	33510		

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left

Existing Volume	99	1070	140	205	1334	113	147	149	129	99
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	102	1102	144	211	1374	116	151	153	133	102
Committed Developments										
Summit/Congress Plaza	0	7	0	0	7	0	0	0	0	0
Circus Trix	0	8	1	0	8	0	1	0	0	0
Boutwell Road Apartments	0	0	3	6	0	0	2	0	4	0
Lake Worth Middle School	0	0	0	0	0	0	1	0	1	0
CHS Properties	0	2	0	0	2	1	0	0	0	1
2773 Public Charter School	0	0	0	0	0	1	0	1	0	1
Walmart-Palm Springs	0	3	0	3	3	0	0	0	3	0
Forest Hill / Congress Pharmacy	3	8	3	0	7	0	3	0	0	0
Golden Roads Apartments	0	0	5	5	0	0	3	0	3	0
Congress Center	0	3	0	0	3	0	0	0	0	0
Total Committed Developments	3	31	12	14	30	2	10	1	11	2
Total Committed Residential	0	0	8	11	0	0	5	0	7	0
Total Committed Non-Residential	3	31	4	3	30	2	5	1	4	2
Double Count Reduction	0	0	1	1	0	0	1	0	1	0
Total Discounted Committed	3	31	11	13	30	2	9	1	10	2
Historical Growth	8	89	12	17	111	9	12	12	11	8
Comm Dev+1% Growth	13	134	24	33	159	13	23	15	22	12
Growth Volume Used	13	134	24	33	159	13	23	15	22	12
Total Volume	115	1236	168	244	1533	129	174	168	155	114

L	M	N	O

Report Created
6/6/2023

Southbound	
Thru	Right
183	172
0%	0%
188	177

		Type	% Complete	
0	0	NR	Expired	
0	0	NR	Expired	
0	0	Res		0%
0	0	NR	Expired	
0	0	NR		82%
0	0	NR	Expired	
0	0	NR	Expired	
0	0	NR	Expired	
0	0	Res		0%
0	0	NR	Expired	
0	0			
0	0			
0	0			
0	0			
0	0			

15	14
18	17
18	17
206	194

Report Created
6/6/2023

Southbound	
Thru	Right

135	96		
0%	0%		
139	99		
		Type	% Complete
0	0	NR	68.75%
0	0	NR	25%
0	0	Res	0%
0	0	NR	77.20%
0	0	NR	72%
1	0	NR	75%
0	0	NR	75%
0	3	NR	50%
0	0	Res	0%
0	0	NR	0%
1	3		
0	0		
1	3		
0	0		
1	3		

11	8
14	12
14	12
153	111

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9301 CEN.-W OF US1 TO SR7

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	0.98	1.02
2	01/02/2022 - 01/08/2022	1.00	1.04
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.00	1.04
5	01/23/2022 - 01/29/2022	0.99	1.03
* 6	01/30/2022 - 02/05/2022	0.97	1.01
* 7	02/06/2022 - 02/12/2022	0.96	1.00
* 8	02/13/2022 - 02/19/2022	0.95	0.99
* 9	02/20/2022 - 02/26/2022	0.95	0.99
*10	02/27/2022 - 03/05/2022	0.95	0.99
*11	03/06/2022 - 03/12/2022	0.95	0.99
*12	03/13/2022 - 03/19/2022	0.95	0.99
*13	03/20/2022 - 03/26/2022	0.95	0.99
*14	03/27/2022 - 04/02/2022	0.96	1.00
*15	04/03/2022 - 04/09/2022	0.96	1.00
*16	04/10/2022 - 04/16/2022	0.96	1.00
*17	04/17/2022 - 04/23/2022	0.97	1.01
*18	04/24/2022 - 04/30/2022	0.97	1.01
19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.03	1.07
24	06/05/2022 - 06/11/2022	1.04	1.08
25	06/12/2022 - 06/18/2022	1.06	1.10
26	06/19/2022 - 06/25/2022	1.07	1.11
27	06/26/2022 - 07/02/2022	1.08	1.13
28	07/03/2022 - 07/09/2022	1.08	1.13
29	07/10/2022 - 07/16/2022	1.09	1.14
30	07/17/2022 - 07/23/2022	1.08	1.13
31	07/24/2022 - 07/30/2022	1.07	1.11
32	07/31/2022 - 08/06/2022	1.05	1.09
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.03	1.07
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.01	1.05
41	10/02/2022 - 10/08/2022	0.99	1.03
42	10/09/2022 - 10/15/2022	0.97	1.01
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	1.00	1.04
46	11/06/2022 - 11/12/2022	1.01	1.05
47	11/13/2022 - 11/19/2022	1.02	1.06
48	11/20/2022 - 11/26/2022	1.01	1.05
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.98	1.02
52	12/18/2022 - 12/24/2022	1.00	1.04
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

COUNTY: 93
STATION: 0170
DESCRIPTION: 10 AVE/LAKE WORTH - W OF SR 9/I-95 (COUNTY LINK: 4
START DATE: 10/05/2022
START TIME: 0000

	DIRECTION: E					DIRECTION: W					COMBINED
TIME	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL	TOTAL
0000	32	22	31	25	110	60	52	37	30	179	289
0100	25	21	21	21	88	35	33	28	18	114	202
0200	14	19	17	9	59	22	22	20	19	83	142
0300	17	16	24	25	82	17	16	23	16	72	154
0400	24	41	45	60	170	16	19	24	38	97	267
0500	80	107	191	180	558	51	43	76	114	284	842
0600	256	363	409	367	1395	152	184	217	295	848	2243
0700	407	443	399	391	1640	276	285	333	360	1254	2894
0800	404	429	411	334	1578	278	319	292	333	1222	2800
0900	351	326	317	322	1316	287	281	253	279	1100	2416
1000	295	313	307	296	1211	284	268	290	270	1112	2323
1100	306	304	316	291	1217	301	281	311	303	1196	2413
1200	340	343	349	286	1318	288	314	310	301	1213	2531
1300	298	338	301	362	1299	311	304	303	308	1226	2525
1400	313	329	326	360	1328	315	313	329	297	1254	2582
1500	315	342	364	392	1413	345	350	370	397	1462	2875
1600	427	337	415	401	1580	372	380	365	397	1514	3094
1700	460	368	351	353	1532	199	143	85	275	702	2234
1800	336	383	318	332	1369	261	324	340	347	1272	2641
1900	299	291	262	258	1110	294	279	297	276	1146	2256
2000	241	198	222	187	848	254	231	232	212	929	1777
2100	176	169	171	151	667	157	210	189	179	735	1402
2200	143	126	125	108	502	147	150	155	119	571	1073
2300	85	80	65	44	274	98	91	100	69	358	632
24-HOUR TOTALS:					22664					19943	42607

PEAK VOLUME INFORMATION

	DIRECTION: E		DIRECTION: W		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	700	1640	730	1290	730	2913
P.M.	1630	1644	1530	1519	1600	3094
DAILY	1630	1644	1530	1519	1600	3094

TRUCK PERCENTAGE 8.20 6.99 7.63

CLASSIFICATION SUMMARY DATABASE

DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK	TOTVOL
E	454	15525	3763	102	1479	99	16	57	73	5	5	15	7	0	1064	1858	22664
W	169	14819	2945	79	737	162	203	52	86	24	5	38	9	0	615	1395	19943

GENERATED BY SPS 5.0.0.61

PSCF = 1.03

AM

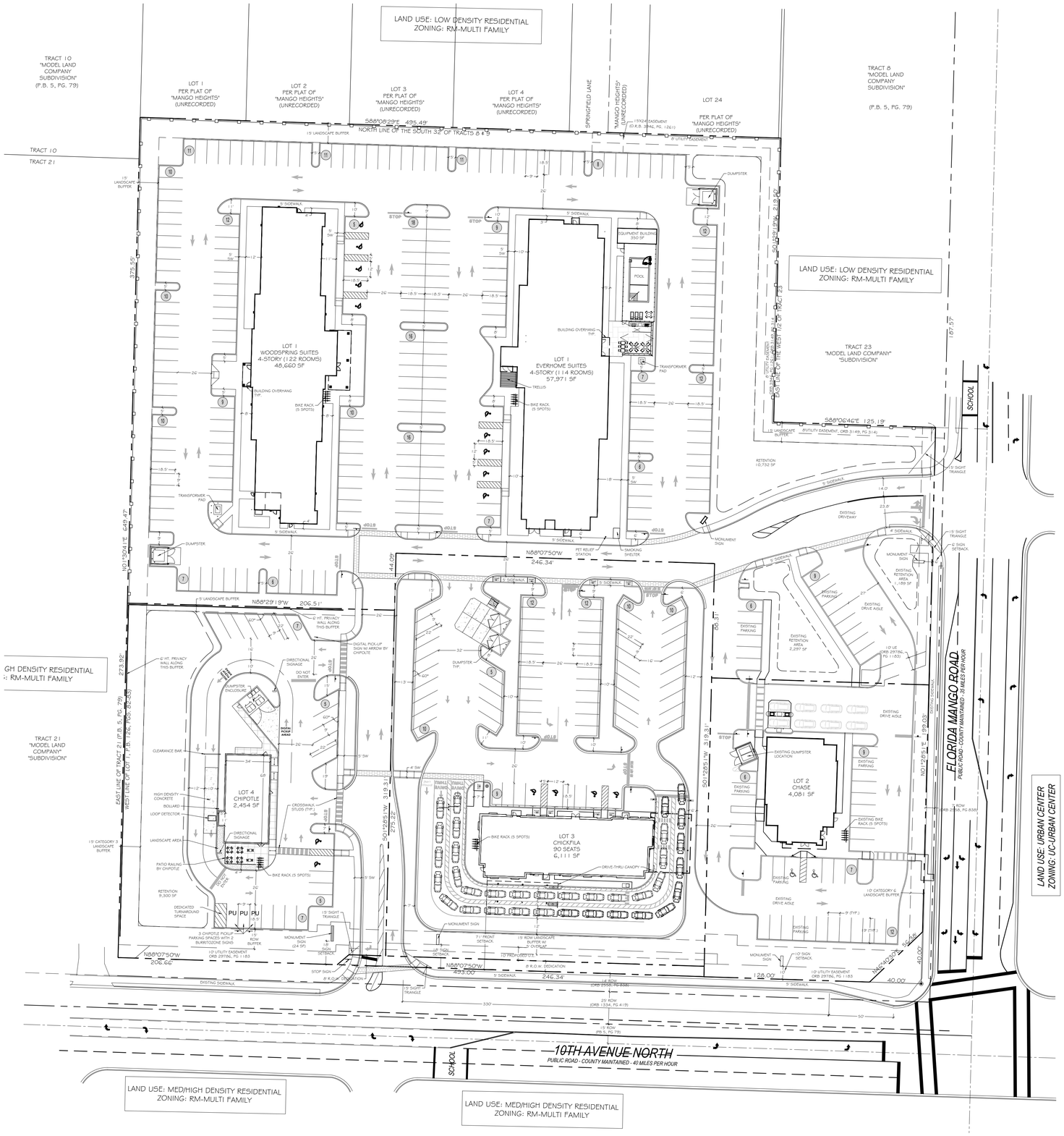
EB = 1640 x 1.03 = 1,689

WB = 1290 x 1.03 = 1,329

PM

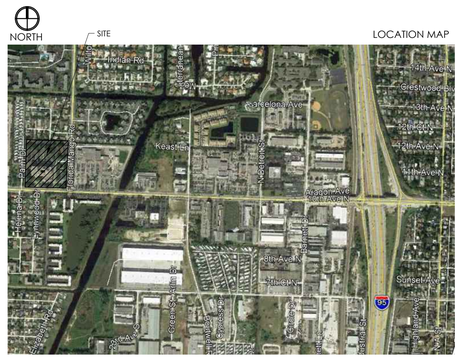
EB = 1644 x 1.03 = 1639

WB = 1519 x 1.03 = 1565



SITE DATA	
ADDRESS	2601 10TH AVE. NORTH, PALM SPRINGS, FL.
PCN	70-43-44-20-39-000-0010 & 70-43-44-20-39-000-0020
OWNER	10th AVENUE PARTNERSHIP, LTD.
GROSS SITE AREA	8.61 AC or 374,995.96 SF
8' ROW DEDICATION	2,233 SF
NET SITE AREA	8.56 AC or 372,762.96 SF
TOTAL OPEN SPACE REQUIRED (20%)	1.71 AC or 74,553 SF of Net Site Area
TOTAL OPEN SPACE AREA PROVIDED	XX AC. or XX SF (Lots 1 - 4) XX% of Net Site Area
LOT 1 (EVERHOME SUITES & WOODSPRING SUITS):	
TOTAL SITE AREA	4.63 AC. or 201,614.96 SF
TOTAL OPEN SPACE REQUIRED	40,323 SF (20%)
TOTAL OPEN SPACE PROVIDED	XX SF (XX%)
BUILDING SF	106,981 SF
FAR	0.14
REQUIRED/PROVIDED PARKING	REQUIRED: 236 / PROVIDED: 238 (10 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 10 / PROVIDED: 10
LOT 2 (CHASE BANK):	
TOTAL SITE AREA	0.87 AC. or 38,007 SF
TOTAL OPEN SPACE REQUIRED	7,601 SF (20%)
TOTAL OPEN SPACE PROVIDED	9,880 SF (26%)
BUILDING SF	4,081 SF
FAR	0.11
REQUIRED/PROVIDED PARKING	REQUIRED: 21 / PROVIDED: 34 (2 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 5 / PROVIDED: 5
LOT 3 (CHICKFILA):	
NET SITE AREA	1.76 AC. or 76,684 SF
TOTAL OPEN SPACE REQUIRED	15,337 SF (20%)
TOTAL OPEN SPACE PROVIDED	XX SF (XX%)
BUILDING SF	2,358 SF
FAR	0.03
REQUIRED/PROVIDED PARKING	REQUIRED: 30 / PROVIDED: 68 (4 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 5 / PROVIDED: 5
LOT 4 (CHIPOTLE):	
NET SITE AREA	1.3 AC. or 56,457 SF
TOTAL OPEN SPACE REQUIRED	11,291 SF (20%)
TOTAL OPEN SPACE PROVIDED	XX (41%)
BUILDING SF	5,240 SF
FAR	0.09
REQUIRED/PROVIDED PARKING	REQUIRED: 18 / PROVIDED: 24 (2 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 5 / PROVIDED: 5

NOTES:
-Any existing or proposed utility box/cabinet shall be screened from view. The box/cabinet will be wrapped with a match design accordingly with the existing/proposed location.



insite studio
planning + landscape architecture
3601 PGA Blvd, Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License #: LC26000606

Consultants:

Revisions:

VILLAGE COLLECTION OF PALM SPRINGS

10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

NORTH

0 20' 40' 80'

SCALE: 1" = 40'-0"

Drawn By:	ZAK
Drawing #:	1034
Date:	08/24/2023

OVERALL SITE PLAN

SHEET # OSP.1

Good Morning,

This project is located on the south side of Lake Worth Drainage Districts (LWDDs) L-10 Canal and is not adjacent. COMMENT

LWDD has no objection to the certification of this project. COMMENT

Thank you,

Margie Illsley

Margie Illsley | Right-of-Way Specialist
Lake Worth Drainage District **l** 13081 S. Military Trail **l** Delray Beach, FL 33484
Main Number– 561.498.5363 **l** Toll Free 1.844.306.5933 **l** Fax – 561.495.9694
www.lwdd.net **l**

Please consider the environment before printing this email.

DISCLAIMER:
THE PANORAMA IS FOR THE PROTOTYPICAL TEMPLATE AND MAY NOT REPRESENT SITE SPECIFIC CHANGES.

EXTERIOR FINISHES

SC-1
STUCCO SYSTEM
COLOR: STO WHITE
FINISH: SAND MEDIUM

SC-2
STUCCO SYSTEM
COLOR: BRUSHED PEWTER
FINISH: SAND MEDIUM

EC-1
PREFINISHED METAL COPING
COLOR: MINERAL DEPOSIT
SW 7852

PT-113
EXTERIOR PAINT
COLOR: MINERAL DEPOSIT
SW 7852
FINISH: SEMI-GLOSS

ST-1
STOREFRONT
COLOR: CLEAR ANODIZED ALUMINUM

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-C	Exterior Canopy	11	6'-4"	1'-0"	0"	No
C4-B	Exterior Canopy	3	5'-4"	4'-0"	2'-4"	Yes
C4-G	Exterior Canopy	1	7'-4"	4'-0"	2'-4"	Yes
C4-L	Exterior Canopy	1	28'-4"	4'-0"	2'-4"	Yes
Grand total		16				



PERSPECTIVE VIEW



PERSPECTIVE VIEW



PERSPECTIVE VIEW



PERSPECTIVE VIEW

PROJECT DATA

Prototype Edition: (Acceptable Values: 18.1ER, LE, SE, DR, DE)	LE
Exterior Finish Type: (Acceptable Values: TOWER STUCCO, TOWER STUCCO, TOWER BOARD, WRAP BRICK, WRAP STUCCO)	TOWER STUCCO
Wall Framing Type: (Acceptable Values: WOOD STUD, WOOD STUD - PRESTAR, METAL STUD, METAL STUD - PRESTAR, STEEL FRAME, CMU, VOLUMETRIC MODULAR)	WOOD STUD
Kitchen Type: (Acceptable Values: CENTERLINE 3.0, CENTERLINE 3.5)	CENTERLINE 3.0
Water Filtration Type: (Acceptable Values: CITY, TYPE A-B, TYPE A-C, TYPE A-BHC, ETC)	TYPE D: COFFEE-TEA / ICE RO
Industrialized Construction: (Acceptable Values: YES, NO)	NO
Number of Parking Spaces: (Acceptable Values: Digital)	69
Number of Accessible Parking Spaces: (Acceptable Values: Digital)	4
Cross Parking: (Acceptable Values: YES, NO)	YES
Menu Board - Interior: (Acceptable Values: YES, NO)	YES
Menu Board - Interior - Count: (Acceptable Values: Digital)	6
Menu Board - Interior - Type: (Acceptable Values: DIGITAL, STATIC, OTHER)	DIGTAL
Menu Board - Walk-up: (Acceptable Values: YES, NO)	NO
Menu Board - Walk-up - Count: (Acceptable Values: Digital)	0
Menu Board - Walk-up - Type: (Acceptable Values: DIGITAL, STATIC, OTHER)	N/A
Menu Board - Order Point: (Acceptable Values: YES, NO)	YES
Menu Board - Order Point - Count: (Acceptable Values: Digital)	4
Menu Board - Order Point - Type: (Acceptable Values: DIGITAL, STATIC, OTHER)	DIGITAL
Planned Classification: (Acceptable Values: MODIFIED-LOW, MODIFIED-MEDIUM, MODIFIED-HIGH, CUSTOM-LOW, CUSTOM-HIGH)	MODIFIED-HIGH
Playground (Acceptable Values: YES, NO)	YES
Landscaping Type (Acceptable Values: STANDARD, NATIVE)	STANDARD
LEED Rating (Acceptable Values: NOT CERTIFIED, CERTIFIED, SILVER, GOLD, PLATINUM)	NOT CERTIFIED
Drive Thru Stack Count: (Acceptable Values: Digital)	#
Drive Thru Number of Approach Lanes: (Acceptable Values: Digital)	2
Drive Thru Number of Ordering Lanes: (Acceptable Values: Digital)	2
Drive Thru Number of Fulfillment Lanes: (Acceptable Values: Digital)	2
Drive Thru Dedicated Bypass Lane: (Acceptable Values: YES, NO)	YES
Drive Thru Opening: (Acceptable Values: DOOR, WINDOW)	DOOR
Canopy Structure: (Acceptable Values: STEEL, WOOD)	STEEL
Canopy Type - Order Point: (Acceptable Values: DOUBLE, SINGLE)	DOUBLE
Canopy Type - Meal Delivery: (Acceptable Values: DOUBLE, SINGLE)	DOUBLE
Seat Count - Interior: (Acceptable Values: Digital)	100
Seat Count - Exterior: (Acceptable Values: Digital)	0
Number of Walk-up Windows: (Acceptable Values: Digital)	0
Number of Registers:	3
Building Area Square Footage:	6111 SF

DESIGN APPROVAL

SUP SD DD CD

NOT APPROVED - REVISE AND RESUBMIT

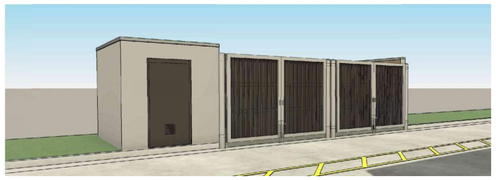
APPROVED AS NOTED - REVISE AND RESUBMIT

APPROVED FOR DESIGN INTENT

INITIAL: DATE:

PROJECT NOTES

*Record any personal notes with text, views, or schedules



PERSPECTIVE VIEW

REF. ENCLOSURE FINISHES

EC-1
PREFINISHED METAL COPING
COLOR: MINERAL DEPOST, SW 7652

SC-2
STUCCO SYSTEM
COLOR: BRUSHED PEWTER
FINISH: SAND MEDIUM



EXTERIOR ELEVATION



EXTERIOR ELEVATION



PERSPECTIVE VIEW

OP CANOPY FINISHES

CP-1
PREFINISHED METAL
COLOR: MINERAL DEPOSIT
SW 7652

CP-2
METAL DECKING
COLOR: WHITE



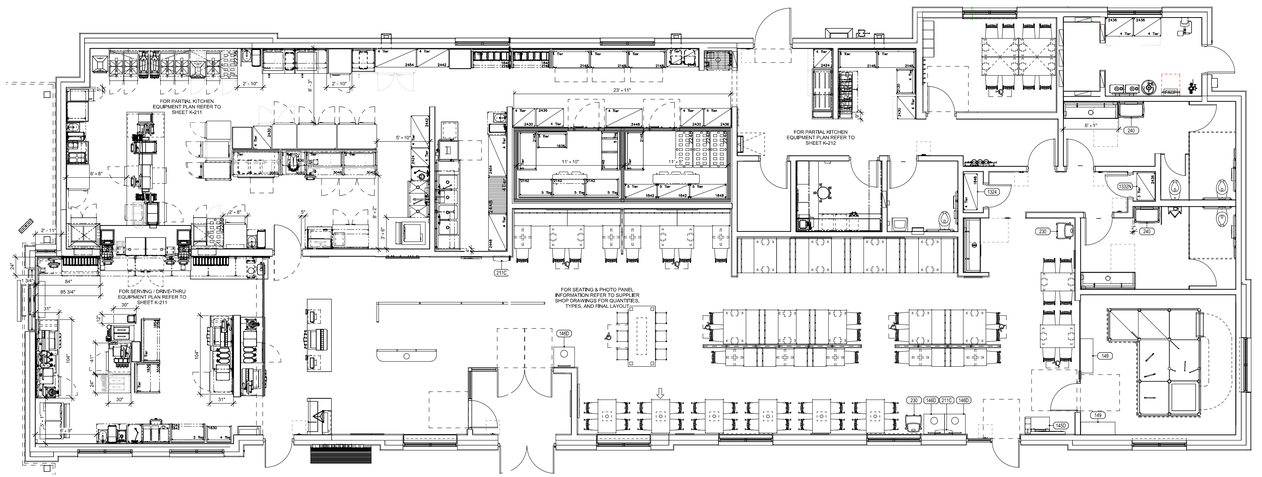
EXTERIOR ELEVATION



EXTERIOR ELEVATION

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	MATCH MINERAL DEPOSIT, SW 7652	
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MATCH MINERAL DEPOSIT, SW 7652	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 7652	MINERAL DEPOSIT	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 7652	MINERAL DEPOSIT	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL		STO WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL		BRUSHED PEWTER	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		CLEAR ANODIZED ALUMINUM	



FLOOR PLAN

"This submittal is for general informational purposes only and is preliminary in nature. As such, any other use or reliance is strictly prohibited."

"This file was signed electronically by M. Salopek on the date and/or time stamp shown using a digital signature. Printed copies of this are not considered signed and sealed and the signature must be verified on any electronic copy."

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Mark S. Salopek, LLC

701 W. Lakeside Ave, Apt. # 503
Cleveland, OH 44113
Phone 330.572.2112

STATE OF FLORIDA
MARK S. SALOPEK
AR91472
REGISTERED ARCHITECT

Digitally signed by Mark Salopek
DN: E=msalopek@goldgroup.com, CN=Mark Salopek, OU=GAAS Gold Group, L=Akron, S=Ohio, C=US
Reason: I am the author of this document
Date: 2023.10.31 16:24:37-04'00'

Mark Salopek AIA
10/31/23

CHICK-FIL-A PALM SPRINGS

2625 10TH AVE N.
PALM SPRINGS, FL 33461

FSR#05505

BUILDING TYPE / SIZE: P14 LE XP
RELEASE: 23.05
PRINTED FOR
DD PACKAGE

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

CONSULTANT PROJECT # 2023223.27
DATE 06/16/23
DRAWN BY Author

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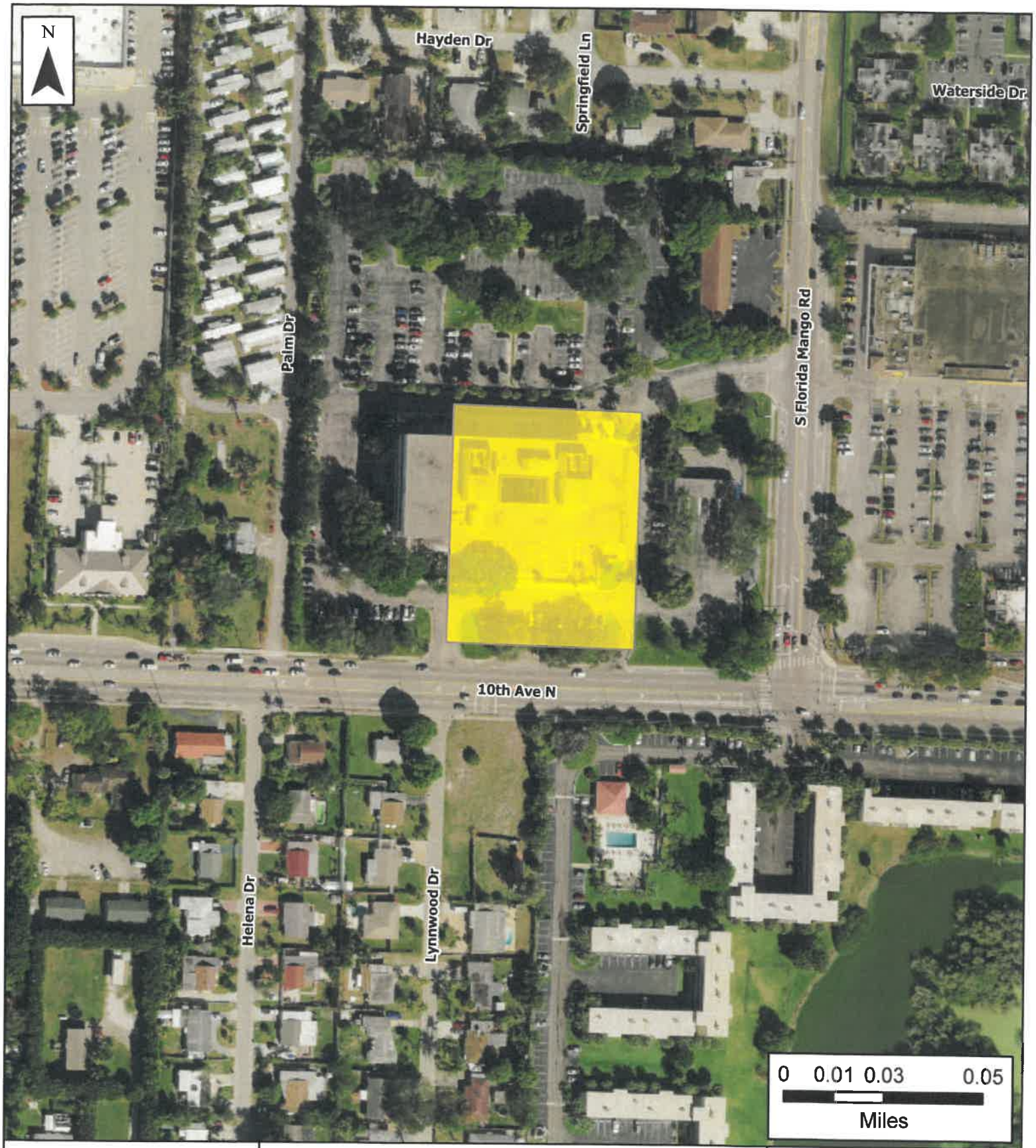
SHEET
DESIGN OVERVIEW - BRICK

SHEET NUMBER
X-900

7/10/2023 4:57:29 PM Autodesk Docs://FL_05505_Palm Springs_2023.5_FSR/05505_Palm Springs_ARC.rvt
XX-LE-05505-X-900-DESIGN OVERVIEW - BRICK



THE VILLAGE OF PALM SPRINGS FLORIDA

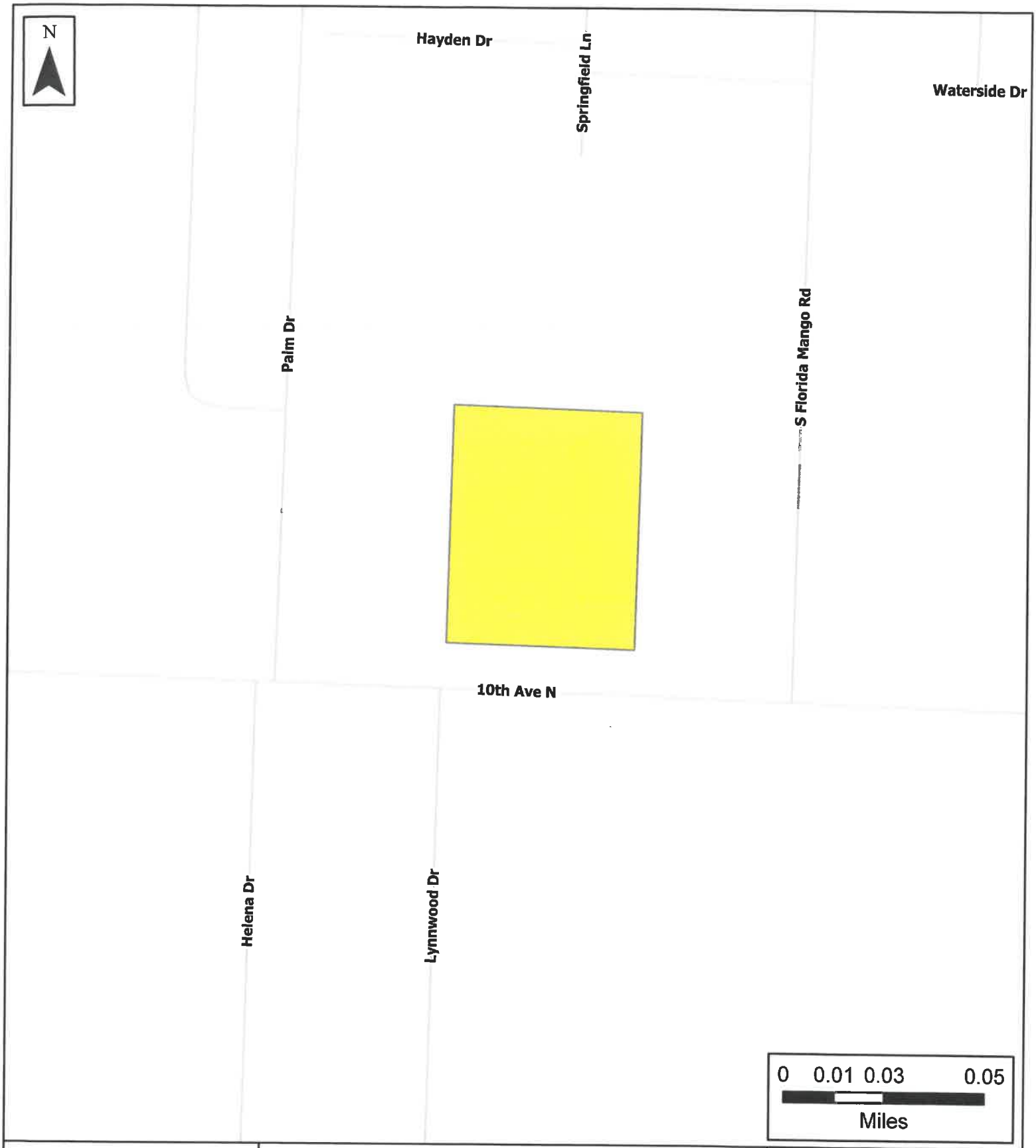
2625 10th Avenue North

Chick-Fil-A

Chick-Fil-A

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose.The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

Data Source: Property Boundary provided by Village of Palm Springs, Basemap imagery provided by ESRI Online Services.



THE VILLAGE OF PALM SPRINGS FLORIDA

Chick-Fil-A
Village of Palm Springs

Location Map

Chick-Fil-A

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Data Source: Property Boundary provided by Village of Palm Springs.

Village of Palm Springs

Staff Report

AGENDA DATE: December 14, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #19: Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) - Chipotle - 2665 10th Avenue North (Tract 3)

SUMMARY: Insite Studio, agent for 10th Avenue Partnership LTD ("Applicant") is requesting a Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) approval to allow the construction of a 2,454 square feet restaurant with a drive-thru and an outdoor seating area called Chipotle, at 2665 10th Avenue North.

On January 9, 2020, the Village's Council approved, under Resolution 2020-09, a Site Plan and concurrently a Special Exception Use to permit the construction of 5,682 square feet of automotive service building with seven (7) service bays, within 1.3 acres. The approvals for the property were extended through statutory extensions until November 5, 2024, when all building permit applications must be filed.

Currently, the applicant is requesting a Development Plan Amendment and concurrently a Special Exception Use to allow the redevelopment of the property with the construction of a 2,454 square foot restaurant building with a drive-thru and an outdoor seating area on the 1.31 acre vacant within a Commercial Planned Development project. The proposed site plan includes longer stacking to avoid negative impacts on the roadway system and/or main drive aisles, directional signage, and enhanced landscaped buffers.

Staff found the proposed Special Exception Use to be generally consistent with the goals, objectives, and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

The Planning and Zoning Board considered this application during their November 14, 2023, meeting and recommended approval.

Based on the surrounding characteristics, staff recommended conditional approval of the proposed project to facilitate the redevelopment of the property.

FISCAL IMPACT:
The proposed development will enhance the village's assessed property valuation. Additionally, the new construction may have a positive effect on neighboring properties.

ATTACHMENTS:

1. Resolution No. 2023-54 - Site Plan Amendment (SPR23-01) and Special Exception Use (PSSE23-05)
2. Exhibit "A" Staff Report
3. Project Narrative
4. Site Plan, Landscape Plan and Engineering Plans
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-54

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY INSITE STUDIO, AGENT FOR 10TH AVENUE PARTNERSHIP LTD ('APPLICANT"), FOR A SITE PLAN AMENDMENT (SPR23-11), AND CONCURRENTLY A SPECIAL EXCEPTION USE (PSSE23-05) TO ALLOW THE CONSTRUCTION OF A 2,454 SQUARE FOOT RESTAURANT WITH A DRIVE-THRU AND AN OUTDOOR SEATING AREA LOCATED AT 2665 10TH AVENUE NORTH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Insite Studio, agent for the owner, 10th Avenue Partnership LTD, ("Applicant") is requesting approval of the Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) for the property located at 2665 10th Avenue North (Tract 3); and

WHEREAS, the Planning & Zoning Board considered these requests during their November 14, 2023 meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the special exception has been shown and the criteria set forth in Palm Springs Code Section 34-607(b) were met; and

WHEREAS, the recommendation of the Planning, Zoning, and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council, having received and considered the request of Insite Studio, agent for 10th Avenue Partnership LTD, ("Applicant"), for approval with conditions of Site Amendment Plan (SPR23-11) and Special Exception Use (PSSE23-05), determines as follows:

____ Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit "A", and which is incorporated herein by reference.

OR

_____**Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the special exception has NOT been shown and the criteria set forth in Palm Springs Code Section 34-607(b) are NOT met, for the following reason(s):**

_____

_____

_____

Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Plan Amendment – 2625 10th Avenue North- Chipotle Site plan

Application Summary			
Applicant / Petitioner	Insite Studio	**Submittal Date**	09/29/2023
Reference Name	Chipotle	**Case Number**	**SPR23-11, PSSE23-05**
		Parcel Control No	70-43-44-20-40-003-0000
Location	2665 10th Avenue North (tract 3)	**Site Area**	±1.31 gross acres
P&Z Bd Meeting	November 14, 2023	**Council Meeting**	December 14, 2023
Requests			
Proposed Use(s)	Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 2,454 square feet restaurant with a drive thru		
Number of buildings	1 building 2,454 SF		

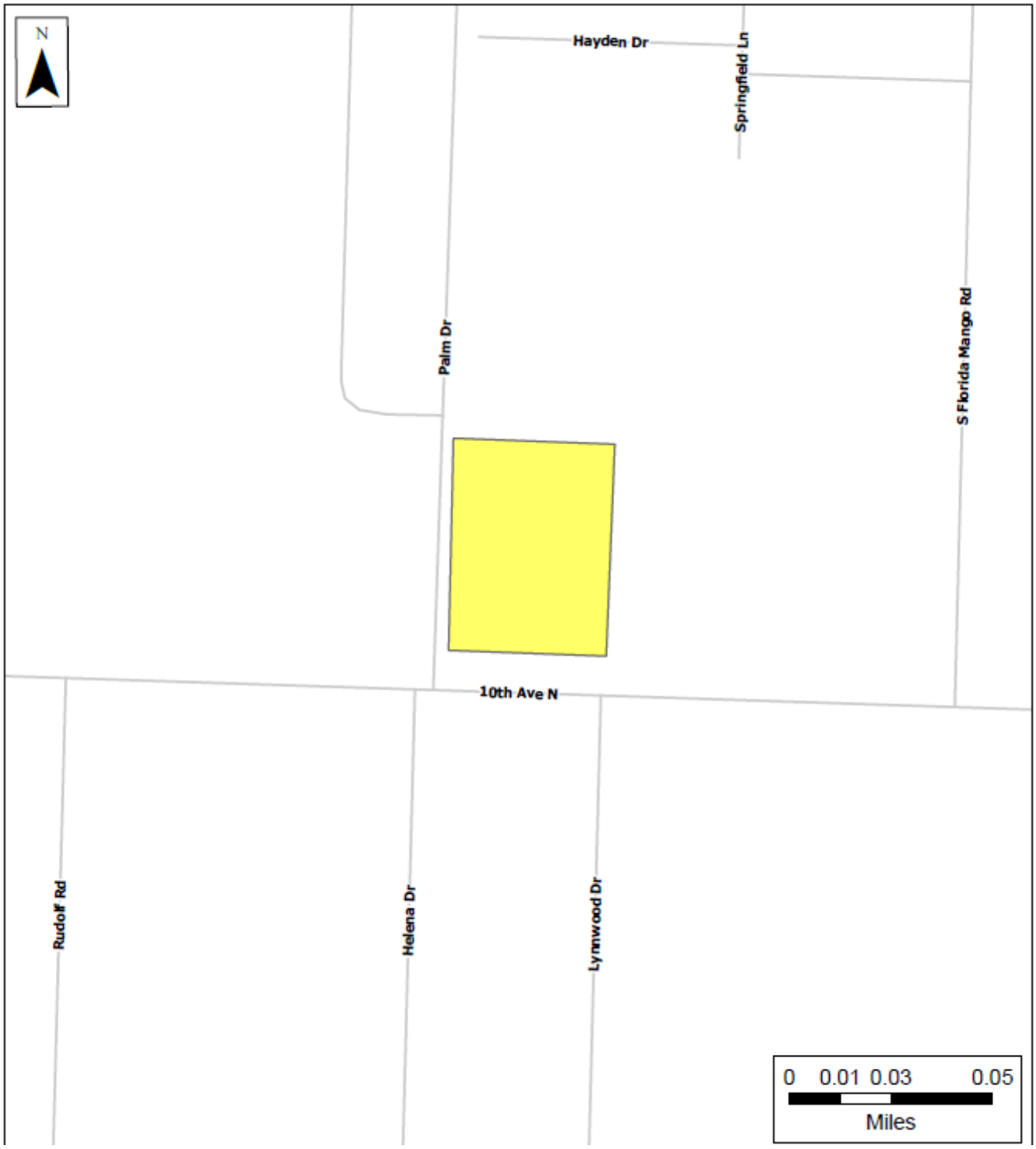
Setbacks		
Direction	**Proposed**	**Required**
North (rear)	114’	20’
South (front)	92’	50’
East (side)	92’	15’
West (side)	75’	15’

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Parking	1/ 3 seats @ 54 Seats **18 spaces**	**24**	Yes

Site Characteristics			
Existing Use	Vacant lot	**Proposed Use**	New restaurant with drive thru and outdoor seating
Existing Zoning	Commercial General (CG)	**Existing Future Land Use**	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Commercial	Commercial	Commercial General (CG)
South	Residential uses	Unknown Unincorporated PBC	Unknown Unincorporated PBC
East	Vacant lot	Commercial	Commercial General (CG)
West	Residential use	High Density Residential	Residential Multi-Family (RM)

Recommendation
Planning, Zoning & Building Staff recommends conditional approval of the proposed Site Plan Amendment and Special Exception Use to facilitate the construction of 2,454 square foot restaurant with a drive thru and outdoor seating area with a maximum of 54 seats as depicted on the proposed site plan.



I. Site History

- Ordinance 2010-02: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on February 11, 2010 and designated with the Land Development as Commercial General zoning districts and Future Land Use Commercial.

- Resolution 2017-26: Site Plan and Special Exception Use

On August 10, 2017 the Village's Council approved a Site Plan and Concurrently a Special Exception Use to redevelop

the site by demolishing the existing bank drive-through and constructing a freestanding 4,081 square feet Chase Bank Branch with two lanes drive-through ATM with by-pass lane.

- Resolution 2018-22: Plat

The Village's Council approved on July 12, 2018 under above resolution, a final plat application to subdivide the 8.6 acre property at the northwest corner of the 10th Avenue North and Florida Mango Road to create a separate lot for Chase Bank building, the boundaries of the second lot created coincided with those of the special exception/site plan approved under Resolution 2017-26.

- Resolution 2020-01: Master Site Development Plan

The Village's Council approved on January 9, 2020 under above resolution, a Master Site Development Plan to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres).

- Resolution 2020-02: Site Development Plan and Special Exception Use and Three Variances

The Village's Council approved on January 9, 2020, under above resolution, a Site Plan Amendment and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions, within 1.81 acres (Lot #3 of the Commercial Planned Development), located directly west of the new Chase Bank building.

- Resolution 2020-03: Site Development Plan and Special Exception Use

The Village's Council approved on January 9, 2020 under above resolution, a Site Plan Amendment and Special Exception Use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays, within 1.3 acres (Tract #3 of the Commercial Planned Development) on the southwest portion of the property.

- Resolution 2020-14: Plat

The Village's Council approved on May 14, 2020 under above resolution, a final plat application to re-plat the property to be consistent with the approved commercial planned development master plan (approved under Resolution 2020-01), and subdividing the property into three (3) separate parcels to enable the properties to be conveyed to future purchasers as legal lots of records.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed site development plan for the construction of a new restaurant is permitted as special exception use and is generally consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III. Neighborhood Compatibility

1) The proposed project is located on the northwest corner of 10th Avenue North and South Florida Mango Road.
2) An existing shopping center is located on the east side of the property with several different retails, offices and restaurants establishments occupying the suites.
3) Surrounding properties are generally residential use.
4) The proposed restaurant is permitted as special exception use within the Commercial General zoning district.

5) The proposed project is located in one of the most important corridor within the Village limits, 10th Avenue North, that connects East and West portions of the surrounding cities.

IV. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
  1) Proposed project plan generally meets required site development regulations.
  2) An 11' wide right-of-way shall be dedicated to Palm Beach County.
  3) A right-of-way construction permit is required to be obtained with PBC.
  4) The existing eastern egress driveway on 10th Ave North shall be eliminated during the site improvement permit.
  5) A westbound right-turn lane at the project driveway on 10th Avenue shall be constructed by the PBC standards.
  6) Permits from all applicable permitting agencies, including but not limited to Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs are required prior to construction.
  7) Civil/Utility plans shall be approved by the Village's Engineer.
  8) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.

V. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VI. Community Outreach/ Notification

- The subject property was posted on November 08, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 02, 2023.
- Legal advertisement was published in the paper on November 2, 2023.
- Staff has not received any inquiries or comments as a result of the notices.

VII. Proposed Development Plan Details

The petitioner's development plans dated received on September 29, 2023 depicts the following:

- An application submitted for a Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 2,454 square feet restaurant.
  1. Site Plan dated received September 29, 2023 revised and resubmitted on November 6, 2023.
  2. Landscape plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
  3. Engineering plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
  4. Architectural plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
  5. Photometric plan.
  6. Boundary survey.
  7. Project narrative and justification statements.
  8. Traffic study.
  9. Justification statement.

VIII. Recommendation

The 1.31 acres property is located on the north side of 10th Avenue North and west of Florida Mango Road and the applicant is requesting a Site Development Plan (within a Commercial Planned Development) and is concurrently

requesting Special Exception Use to allow the construction of 2,454 square feet restaurant.

On January 9, 2020, the Village's Council approved, under Resolution 2020-09, a site Plan and concurrently a Special Exception Use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays, within the 1.3 acres. The approvals for the property were extended through statutory extensions until November 5, 2024 which all building permit applications must be filed.

Currently, the applicant is requesting a site plan amendment and special exception use to allow the construction of 2,454 square feet restaurant building with a drive thru and outdoor seating. The proposed site plan includes creating longer stacking to avoid negative impact into the roadway system and/or main drive aisles, directional signage and enhanced landscaped buffers.

Staff has found the proposed Special Exception use to be generally consistent with goals, objectives, and policies of the Village's Comprehensive Plan. the proposed use is generally consistent with the Land Development and zoning regulations and all others portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems.

Planning, Zoning & Building Staff recommends conditional approval of the Special Exception Use and Site Plan Amendment subject to the following thirty-seven (37) conditions below:

1. Build out date will be determined once TPS letter is received.
2. TPS letter shall be received **prior to Council consideration.**
3. The special exception approval shall be implemented within 18 months of Council approval.
4. The site plan approval is valid within 24 months of Council approval.
5. If/when drive-thru vehicles extends beyond the dumpster area, an employee shall be stationed at the northern drive aisle (drive aisle between the site and the northern entrance) redirecting vehicles to prevent traffic from overflowing on the east drive aisles.
6. Drive-thru signs along each of the driveway entrances indicating the flow of traffic for the drive-thru order points shall be provided.
7. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to **Certificate of Completion**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
8. No loitering on the grounds will be permitted.
9. No electronically changeable menu board is permitted.
10. All signs shall be accordingly with the master sign plan approved by the Village Council.
11. A Utility/Civil plan shall be approved by the Village's Engineer **at time of permitting**.
12. Deliveries shall be coordinated to not create traffic conflicts.
13. Outdoor seating area must be monitor during business hours and removed or secured afterhours. Chairs shall be placed inside once the restaurant is closed for business. For security, any solid outside doors must have window or security peep hole.
14. Any utility or mechanical equipment shall be screened from view. Staff recommends wrapping the equipment with a vinyl wrap of appropriate design for the proposed locations.
15. The additional 11' wide right of way dedication to Palm Beach County along the 10th Avenue North shall be executed and recorded **prior to issuance of the Certificate of Occupancy**.
16. Landscape buffers shall only be encumbered/overlapped a maximum of 5' by any utility easement.
17. A ROW permit shall be obtained with the PBC **at time of permitting**.
18. A root barrier shall be provided on trees that are within 12' of utility lines.
19. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
20. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of**

permitting.

21. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
22. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
23. Provide permits from all applicable permitting agencies, including but not limited to, Palm Beach County, Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
24. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
25. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
26. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
27. All new electric utilities shall be underground.
28. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
29. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
30. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
31. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
32. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
33. Photometrics must be certified by an engineer **prior to CO**.
34. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
35. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
36. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
37. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

DESCRIPTION OF PROJECT

Village Collection of Palm Springs
Village of Palm Springs Planning, Zoning & Building Department Unified Development Application
Initial Submittal: September 22, 2023
Resubmittal: November 6, 2023

Request

On behalf of the Applicant, 10th Avenue Partnership LTD, we respectfully request approval of:

1) **Master Plan Amendment** to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137).
2) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 2 of the Village Collection of Palm Springs PCD (Chick-fil-A)
3) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 3 of the Village Collection of Palm Springs PCD (Chipotle)
4) **Variance** (Hours of Operation) for Tract 2 of the Village Collection of Palm Springs PCD to allow hours of operations beginning at 6:00 AM.

Site Background

The 7.74-acre site is located approximately 0 miles W of the intersection of 10th Ave N & Florida Mango Rd on the N side of 10th Ave North. The project addresses are 2625 10th Avenue N., 2665 10th Avenue N., and 2445 10th Avenue N. Palm Springs, FL 33461. The property is identified by the following Parcel Control Numbers (PCN): 70434420400020000, 70434420400030000, & 70434420400010000. The Existing Land Use is vacant, Future Land Use designation is Commercial (COM), and it is in the Commercial General (CG) zoning district. The subject site is located within the X Flood Zone. The primary access to the site is on 10th Avenue North.

Surrounding Uses

The subject site is situated along 10th Avenue North and Florida Mango Road, which are county-maintained public roads. It is in the CG Commercial General zoning district. The surrounding area is comprised of a mix of residential and commercial uses, land use, and zoning district classifications which are summarized below:

	Land Use | Zoning | Use(s)
North:	Low Density Residential | RM Residential Multifamily | Single-Family Residential
South:	10th Avenue North HR-12 High Density Residential | RH Multifamily (High Density) | Multifamily Residential Medium Density Residential | RM – Residential Multifamily | Vacant MR-5 Medium Density Residential | RH Multifamily (High Density) | Single-family Residential
East:	Florida Mango Road UC Urban Center | UC Urban Center | Shopping Center Community
West:	High Density Residential | RM Residential Multifamily | Mobile Home Park

Approval History

1) *Resolution 2020-01*
   - Commercial Plan Development with Master Site Plan approval to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres), located at 2601 10th Avenue N & Florida Mango Rd. Approved with forty (40) conditions (listed in Staff Report) on January 9, 2020.

2) *Resolution 2020-02*
   - Site Development Plan and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions within 1.81 acres (Lot #3 of the Commercial Planned Development), a waiver from Sec 34-164, and three (3) variances, PSV19-22 to allow 24-hour operations, PSV19-23 to allow an increase of primary frontage signage by 490 square feet to allow striping with logo on the south side of the fuel canopy and two wall signs on the building; and PSV19-24 to allow 1,068 square feet sign area wrap around the gas canopy sides not facing a public right of way. Approved with forty-one (41) Conditions (listed in Staff Report) on 1-9-2020.

3) *Resolution 2020-03*
   - Site Development plan and concurrent approval for a Special Exception use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays within 1.3 acres (Lot 4 of the Commercial Planned development).

Development Program

The Applicant, the 10th Avenue Partnership LTD, is requesting a Master Plan Amendment to the previously approved Village Collection of Palm Springs development to modify uses, as well as reconfigure the site layout. The site was previously approved for the construction of a RaceTrac gas station and Tire Kingdom tire sales and repair shop. At the time of the approval, Tract 1 was contemplated for future development with no set use or site layout associated to it. Presently, the Application proposed to amend the previously approved overall site plan to accommodate two restaurants with drive-through lanes.

To move forward with the development, several concurrent applications are being requested:

- Site Plan modification of Tract 2 for Chick-fil-A (6,111 SF) with concurrent approval for a Special Exception use for restaurant/drive-through with a variance for hours of operation. The hours of operation for Chick-fil-a are from 6 A.M. to 10 P.M.
- Site Plan modification of Tract 3 for Chipotle (2,454 SF) with concurrent approval for a Special Exception use for restaurant/drive-through. The hours of operation for Chipotle are from 10 A.M. to 10 P.M.

Parking Areas

Each site contains the required parking and is designed to meet off-street parking and loading zoning ordinance requirements. The Chick-fil-A restaurant/drive-through site (Tract 2) requires 30 and has 63 (4 ADA) parking spaces. There is a two-lane drive-through with a canopy and pick-up window on the east edge of the building. The site also contains five bicycle parking spaces, and two enclosed dumpster loading spaces. The Chipotle restaurant/drive-through site (Tract 3) requires 18 and has 24 (2 ADA) parking spaces. There is a two-lane one-way drive-through around the building and a pick-up window on the west edge of the building. The site also contains five bicycle parking spaces at the front of the building, three pick-up parking spaces, and an enclosed dumpster loading area at the rear of the building.

Loading Areas

Each proposed development site has one loading zone, as per the requirements of Section 34-1330. The Chick-fil-A restaurant/drive-through site (Tract 2) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area. The Chipotle restaurant/drive-through site (Tract 3) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area.

Open Space & Landscape

The Village Collection of Palm Springs is a commercial PUD, which requires 20% open space throughout the entire site. The proposed design for the three tracts allows each parcel to meet and exceed the open space requirements.

	Open Space Required	Open Space Provided
Tract 1	**40,315 SF**	**56,607 SF**
Tract 2	**15,731 SF**	**19,316 SF**
Tract 3	**11,344 SF**	**23,873 SF**
Total Open Space	**66,943 SF (1.54 AC)**	**99,796 SF (2.23 AC)**

As for landscaping, the site has received a complete overhaul in plant materials both inside and out. The buffers will be supplemented with additional canopy trees, palms, and a hedge. The internal roadway that runs through the site will be enhanced with meandering hedges and shrub beds. Each tract within the development has its own respective code-compliant landscape plans, which all meet and exceed the landscape requirements of the Palm Springs code. The landscape features a good mix of native and Florida-Friendly plant materials to create a vibrant and resilient environment around the development. Each tract features its own unique blend of plants but all tracts come together to create a central theme familiar to south Florida.

COMPLIANCE WITH CRITERIA

DISTRICT REGULATIONS

Purpose (Code 1994, § 30-561)

It is the purpose of the CG commercial general land development district to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. However, it is not the intent of this land development district to necessarily create or promote an extension of strip commercial areas.

The proposed Village Collection of Palm Springs Commercial Planned Development Master Plan project is permitted within the CG Commercial general land development district. The commercial uses are consistent with the purpose of the CG commercial general district in that they provide commercial services including food and lodging options that are accessible to residents of Palm Springs and surrounding municipalities and is within a mile from Interstate-95. The project is compatible with commercial development in the 10th Avenue North corridor, including commercial shopping centers, medical and professional offices, and gas stations.

Commercial General

Property Development Regulation	Required	Proposed Tract 2 Chick-fil-A	Proposed Tract 3 Chipotle
Minimum lot width	100 feet	246.34’	206.51’
Minimum frontage	100 feet	246.34’	206.66’
Minimum lot depth	200 feet	319.31’	273.92’
Maximum lot coverage	No Requirement	7.8%	4.3%
Minimum front yard	50 feet	71’ front setback	92’ front setback
Minimum side yard (interior)	15 feet	N/A	75’ side setback
Minimum side yard (corner)	25 feet	N/A	N/A
Minimum yards adjacent to residential land development districts	30 feet, excluding the front yard which shall remain at 50 feet.	N/A	75’ setback minimum
Maximum building heights	Four stories or 45 feet.	20’-4”	26’
Maximum Gross Floor Area	(11)*Maximum gross floor area:* 50 percent of total lot area.	0.35 FAR (based on total development area of tracts 1,2, and 3)	
Parking	required / provided	30/ 63 (4 ADA)	18/24 (2 ADA)

See site plan for additional data.

Sec. 34-1063 Planned Developments Performance Standards (Code 1994, § 30-731; Ord. No. 2014-06, § 2, 5-8-2014)

- The proposed site plan shows sidewalks on the portions of the site facing primary streets which are interconnected and provide pedestrian access to each building.
- The buildings on the site plan are situated to create a cohesive site plan and unified commercial development.

- Curb cuts and secondary streets are designed to optimize traffic circulation in and out of and within the site.
- Sufficient off-street parking is provided per each use.
- Lighting has been designed per the luminosity criteria and requirements of the Village.
- The landscaping has been designed to enhance the streetscape by creating sidewalks for pedestrian connectivity, trees for shade, and native plantings.
- There is a 15' landscape buffer on the northern and western perimeter of the site to provide appropriate screening between the surrounding residential areas.

Minimum Acreage
The development site of 7.74-acres exceeds the minimum acreage requirement of two acres.

Intensity
The Intensity requirement for non-residential land use intensities for commercial is .50 floor area ratio. The FAR (.35 FAR) for the site is below the requirement of .5 FAR.

Permitted Uses
The proposed uses for the planned development are special exception uses in the CG Commercial General district.

Layout, Design
The layout and design of the proposed development accounts for adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions of the CG Commercial General district.

Maximum building height
The building heights in the Village Collection of Palm Springs's planned development are compatible with the proposed uses and the bulk, mass, and context of adjacent structures and meet code requirements (45 feet or four-stories in the Commercial General District). The building height of the hotels on Tract 1 is four-stories or 50'-1". The building height of Chick-fil-A on Tract 2 is one-story or 20'4". The building height of Chipotle on Tract 3 is one-story or 26'.

Setbacks
- Building setbacks are at least 30' with appropriate buffers where the adjacent uses are residential, to the north and west. The buildings are setback from adjacent property lines to purposefully exceed the 30' minimum setback requirement, especially along the north and west property boundaries.
- The Chick-fil-A (Tract 2) is setback 71' from the front property line.
- The Chipotle (Tract 3) is setback 92' from the side property line and 75' from the east property boundary.

Required Open Space
The open space is 96,596 square feet (29%) which meets the minimum open space requirement for commercial uses which is 20% of the gross land area.

Shared Parking
There is no shared parking on the site. Each individual use on the site meets the off-street parking and loading requirements.

Unified Control
- The land within the commercial planned development will remain under the control of the applicant.
- A program for maintenance of common areas, open space, parking areas, utility sites, etc will be submitted to the Village prior to certificate of occupancy.

SITE PLAN

Required Landscaping (Code 1994, § 30-106)

- Landscaping and buffering are designed to maximize native vegetation and to leave the existing areas of native vegetation undisturbed as much as possible.
- Off-street parking areas include 20 square feet of landscaping for each parking space.
- Every twelfth parking space is separated by a landscaped island at least five feet in width and the same depth as the parking spaces.
- Islands are surrounded with a continuous raised curb.
- The perimeters of the parking areas are landscaped to create buffers between adjoining land uses.
- With a total site area of 336,950 SF, the code requires one tree to be provided for each 2,500 square feet of landscaped area, which comes out to 135 required trees. This requirement has been met and exceeded with a proposed planting plan of 179 trees throughout the site.

Required Buffers (Code 1994, § 30-107; Ord. No. 2013-02, § 2, 2-14-2013; Ord. No. 2015-42, § 3, 12-10-2015)

- Buffers are provided around the site that meet the requirements of the ordinance. The retail use category requires Category three (15-foot wide buffer with a wall or fence and hedge not less than 6 feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the East and North edges of the site and Category five (15-foot wide buffer with a hedge not less than three (3) feet in height, supplemented by trees spaced not more than 20 feet apart, required hedges shall maintain a minimum of two (2) different maintained levels or tiers) and Category six (ten (10) foot wide buffers with a hedge not less than three feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the South and West edges of the site. There is a 15' landscape buffer on the rear, west, and along the portion of the east property boundary that is abutting a residential zoning district.
- While a number of existing mature canopy trees will remain in the buffers, additional planting material is being proposed to enhance the buffer and provide more screening. The buffer enhancements to the North and East include a new Clusia hedge and new oak trees and palms to fill out the gaps in the existing buffers.
- The buffers along the ROWs feature similar enhancements. While all existing oaks will remain, smaller accent palms and Ficus beds will occupy the spaces in between each existing mature oak in the buffer. Additionally, a meandering cocoplum hedge will span the ROW buffers and tie into the Clusia hedge that wraps the West and North property boundaries.

Miscellaneous Requirements (Code 1994, § 30-463; Ord. No. 2013-01, § 3, 2-14-2013)

Surface Water Management (Sec. 34-1354)

The site plan design emphasizes responsible and effective surface water management, in full compliance with the requirements outlined in Section 34-1354 of the ordinance. The plan is designed to manage surface water to prevent flooding, erosion, and environmental degradation.

Traffic Circulation (Sec.34-1359)

- The development is designed to maximize the flow of on-site traffic circulation and to prevent traffic from stacking up on the adjacent public streets.
- The vehicular ingress and egress to the site is designed to prevent conflicts on adjacent streets. There are two entrances to the site, an ingress and egress on 10th Avenue N. and another on Florida Mango. The curb cut on 10th Avenue North is a 16' ROW with one lane for ingress and one lane for egress. The curb cut on Florida Mango Road is a 38' ROW with one lane for ingress and two lanes for egress.
- Required bicycle parking is one per 1,500 gross square feet. The Hotel provides ten bicycle parking spaces, the Chick-fil-A provides five bicycle parking spaces and the Chipotle provides five bicycle parking spaces.

Public Utilities, Easements, Covenants

The site plan complies with all necessary public utilities including water, sewer, and electrical services.

Concurrent Permitting requirements

The development team is actively coordinating with appropriate permitting agencies to secure all concurrent permits and will continue to work with village officials throughout the review process to confirm compliance with all requirements.

Signage (Article IV, Section 34-261 – Section 34-275)

Each tract within the development has its own monument signs proposed, which follow the signage requirements presented in the Palm Springs code. A breakdown of the signage regulations can be seen in the table below:

	Proposed Sign Setback	Maximum Sign Height	Maximum Sign Area
Tract 1	175’	10’	100 SF
Tract 2	18’	8’	120 SF
Tract 3	18’	8’	103 SF

The Master Sign Program provided in the application depicts the location, number, size, font, color, type, and style of signs, landscaping, and illumination of proposed signs. The signs comply with the Community Design Standards (Section 34-273) as follows:

(a) The signs are compatible with the architectural elements and repeating features that are used on buildings throughout the development. The signs are in harmony with surrounding buildings and the adjacent commercial development.

(b) The sign colors are consistent with the typical branding and design of the restaurants and are complementary to the colors of the development.

(c) The sign lettering size is clear and easy to read and in scale with the buildings in which they are located.

Hours of Operation

Typical hours of operation in the Village of Palm Springs for commercial activities are 7:00 A.M. to 11:00 P.M. See variance requests below for Tract 1 and Tract 2. The proposed hours of operation align with typical industry standards for similar businesses and are intended to provide convenience to customers while respecting the character of the neighborhood and surrounding uses.

Security & Life Safety Plan

Security and life safety are important to the design and layout of the site. The security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

Landscaping Standards and Requirements (Code 1994, § 30-106)

The landscape plan complies with the landscaping standards and requirements outlined in Code 1994 § 30-106. The design of the landscape enhances the surrounding streetscape and contributes positively to the surrounding area. The plan includes native and drought-resistant plant species, irrigation systems, and compliance with any tree preservation requirements specified in the code. The development team is committed to maintaining the landscaping to the highest standards to ensure long-term quality, vitality, and attractiveness.

Special Exceptions (Code 1994, § 30-564; Ord. No. 2007-08, § 6, 4-26-2007; Ord. No. 2008-29, § 3, 12-11-2008; Ord. No. 2010-05, § 6, 4-8-2010; Ord. No. 2011-27, § 3, 12-8-2011; Ord. No. 2013-01, § 4, 2-14-2013; Ord. No. 2014-26, § 2, 11-13-2014; Ord. No. 2017-06, § 3, 5-11-2017; Ord. No. 2017-17, § 3, 7-27-2017; Ord. No. 2019-12, § 2, 9-12-2019)

The Chick-fil-a (Tract 2) and Chipotle (Tract 3) Restaurants and the Everhome & Woodsprings Suites (Tract 1) Hotels are permitted as special exception uses within the CG commercial general land development district.

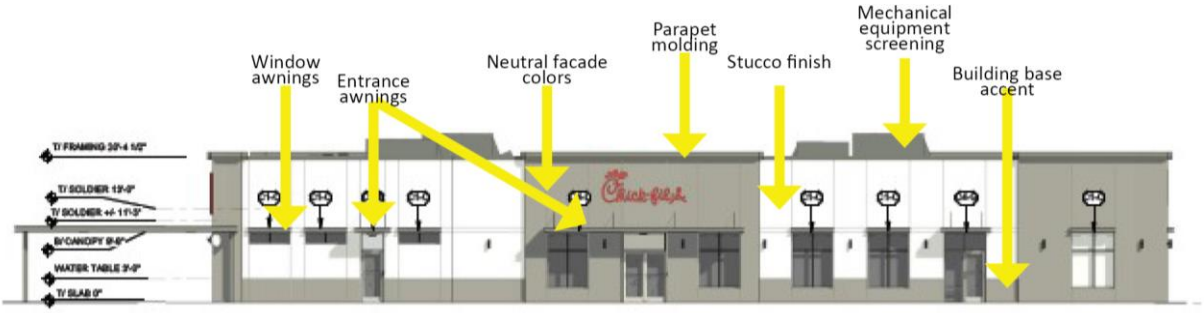
Consistency with Sec. 34-1366 Building Design Guidelines (Chick-fil-A & Chipotle)



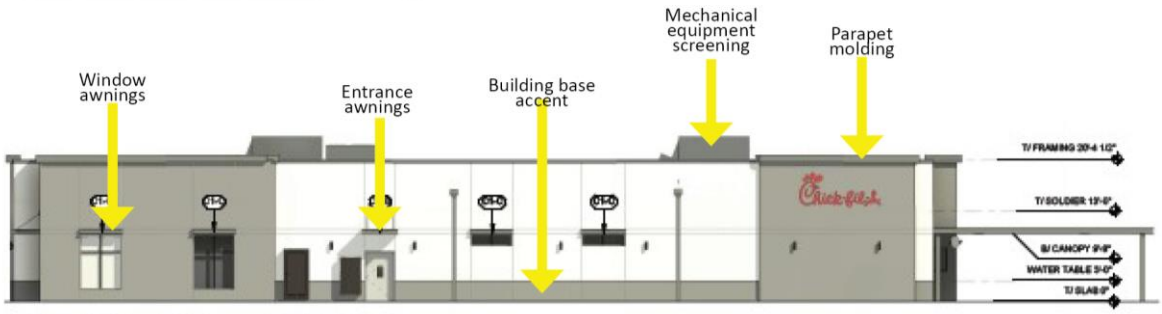
Currently, the site consists of a newly constructed 4,081 SF Chase Bank which was approved by Resolution 2017-26. The applicant has requested an Overall Site Plan Amendment to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137). Concurrently, the applicant has requested a Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 2 and Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 3. Upon approval, these requests will allow the construction of a 6,111 square foot Chick-fil-A building and a 2,454 square foot Chipotle building.

In order to maintain architectural consistency, cohesion, and compatibility within the development, the application has proposed similar architectural elements and design patterns between all parcels. The proposed plans reflect features that complement the existing Chase bank on the property. The Chick-Fil-A will provide the following architectural design elements:

- Providing earth tone, neutral color palette on the building facades, compatible with surrounding buildings
- Window awnings
- Stucco finish
- Covered entrance awnings
- Accent colors to create depth and variation in the façade
- Parapet molding
- Building base accent
- Mechanical equipment screening



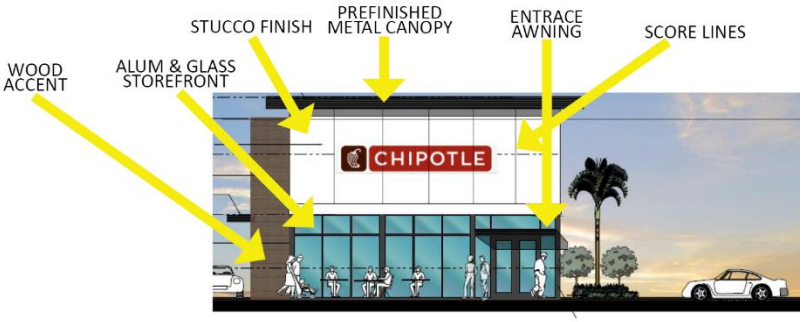
EXTERIOR ELEVATION (NORTH)

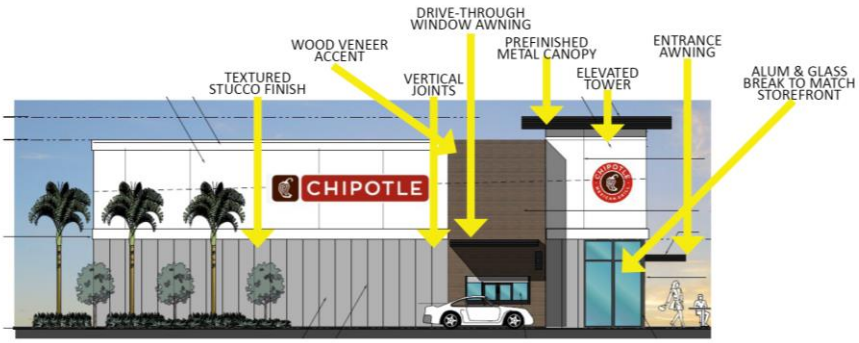


EXTERIOR ELEVATION (SOUTH)

The Chipotle design will provide the following architectural design elements:

- Earth tone, neutral color palette
- Stucco finish
- Covered entrance awning
- Drive-through window awning
- Elevated entrance tower
- Aluminum and glass storefront
- Prefinished metal roof canopy
- Vertical joints for façade variation





The proposed plan will create a balance of land uses, which complements the surrounding area. The petitioner has provided Landscape Enhancements, illustrated in the Landscape Plan provided. The proposed landscape improvements, architectural enhancements, and internal walkways shall promote cohesivity and interconnectedness between the existing and proposed uses.

Special Exception for Chick-fil-A (Tract 2) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1, B.2, and Objective G, Policy G.3. It supports the plan's goals of encouraging neighborhood and community type commercial areas that serve the needs of residents while maintaining the integrity of residential areas (B.1). The Chick-fil-A restaurant is compatible with other uses in the CG Commercial General district and will be a new food option in the neighborhood for residents (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along an arterial street (B.2). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio for commercial uses (G.3).

(2) The proposed special exception is consistent with the Planning, Building& Zoning and zoning regulations and all other portions of this Code.

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chick-fil-A restaurant/drive-through complies with all additional requirements for operations, traffic, setbacks, and signage.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.

The proposed special exception is compatible with the character and use of the surrounding properties. The Chick-fil-A restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

The proposed Chick-fil-A restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- **a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- **b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- **c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chick-fil-A restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- **a. Does not significantly reduce light and air to adjacent properties.**
- **b. Does not adversely affect property values in adjacent areas.**
- **c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- **d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- **e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chick-fil-A restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Special Exception for Chipotle (Tract 3) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1 – B.4, and Objective G, Policy G.3 in that it is consistent with the uses established on the Future Land Use Map and serves the needs of residents while maintaining the integrity of natural areas. The Chipotle restaurant use is compatible with other types of development in the CG Commercial General district (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along arterial and collector streets (B2). The mix of commercial uses is consistent with the Future Land Use Map and utilizes setbacks and landscape buffers that meet and exceed code requirements to provide proper screening and separation of uses where adjacent to residential areas on the west property boundary (B.3, B.4). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio maximum requirement for commercial uses (G.3).

(2) The proposed special exception is consistent with the Planning, Building& Zoning and zoning regulations and all other portions of this Code.

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chipotle restaurant/drive-through complies with all requirements for operations, traffic, setbacks, and signage.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.

The proposed special exception is compatible with the character and use of the surrounding properties. The restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

The proposed Chipotle restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- **a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- **b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- **c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chipotle restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- **a. Does not significantly reduce light and air to adjacent properties.**
- **b. Does not adversely affect property values in adjacent areas.**
- **c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- **d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- **e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the Chipotle restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chipotle restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Variance Request Chick-fil-A – 6AM to 10PM hours of operation

Related Applications: *Resolution 2020-02*
Code Section: Sec 34-891
Required: 7 AM-11 PM
Request: 6 AM-10 PM
Details of Variance Request or Appeal: Extend business hours by one hour to open at 6AM, reducing previous variance approval for 24 hours of operation.

Chapter 34, Section 34-602 Variance Request

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

a. **That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same Planning, Building & Zoning district.**

   The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-through use. Typical operation hours for this franchise are from 6 A.M. to 10 P.M., and the approval of this variance request would allow the restaurant to operate during its typical franchise hours. Restaurants are considered an allowed use within the CG commercial general district, and the proposed use and hours of operation request are appropriate within the zoning district.

b. **That the special conditions and circumstances do not result from the actions of the applicant.**

   The special conditions and circumstances do not result from the actions of the applicant. The typical hours of operation for this franchise are regular across most Chick-fil-A locations, and the approval of the variance request would allow the restaurant to operate during its typical franchise hours.

c. **That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.**

   Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-through use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district.

d. **That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

   Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chick-fil-A restaurant would not be able to operate its standard franchise hours without a variance.

e. **That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.**

   Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

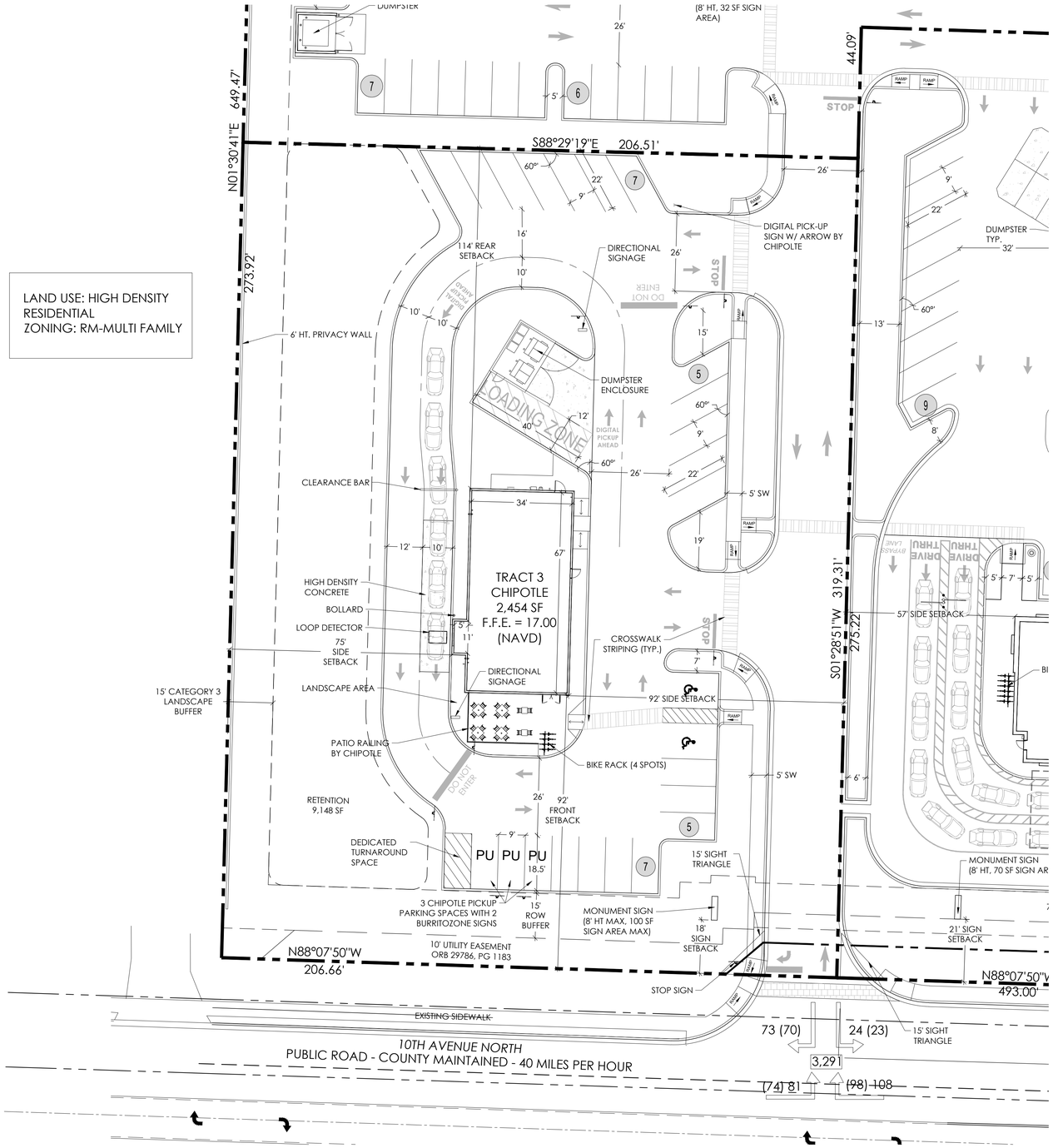
f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Granting the variance will be in harmony with the general intent and purpose of this chapter. The intent and purpose of the CG commercial general district is to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. The Chick-fil-A will provide convenient food options to the neighborhood, the Village of Palm Springs, and surrounding areas. It is conveniently located at the intersection of Florida Mango Road and 10th Avenue N, which are classified as Urban Principal Arterials and Urban Minor Arterial roads, respectively. Commercial planned developments are allowed as a permitted use within the Commercial General District. The intent and purpose of commercial planned developments is to permit the development of projects consisting of residential, commercial, or industrial, or any combination of residential, industrial, and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic, and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project. The Commercial Planned Development district allows compatible commercial uses within the same development, that are in harmony with the character and development patterns of 10th Avenue N and Florida Mango Road. The proposed use and hours of operation will be in harmony with the intent and purpose of the Commercial General district and Commercial Planned Development district.

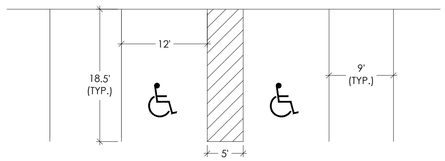
g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. If the variance is approved to allow the hours of operation, the Chick-fil-A restaurant will provide a convenient food option for breakfast. The proposed Chik-fil-A restaurant will be located at the intersection of an Urban Principal Arterial and Urban Minor Arterial roads and will have minimal impact on traffic patterns in the surrounding area. As stated, the hours of 6:00 A.M. are only one hour before the allowed operating hours in the Village (7:00 A.M. to 11:00 P.M.), and 6 AM is the typical opening time for most Chik-fil-A locations. In addition, security and life safety are important to the design and layout of the site. the security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

LAND USE: HIGH DENSITY RESIDENTIAL
ZONING: RM-MULTI FAMILY



SITE DATA	
ADDRESS	2665 10TH AVE. NORTH, PALM SPRINGS, FL
PCN	70-43-44-20-40-003-0000
OWNER	10TH AVENUE PARTNERSHIP, LTD.
TENANT	CHIPOTLE
CURRENT USE	MULTISTORY OFFICE BUILDING W/ PARKING
PROPOSED USE	RESTAURANT W/ DRIVE THRU
LAND USE DESIGNATION	COMMERCIAL
ZONING	CG
GROSS SITE AREA	1.30 AC (56,722 SF)
11' ROW DEDICATION	341 SF
NET SITE AREA	1.30 AC (56,460 SF)
PROPOSED IMPERVIOUS AREA	32,849 SF (57.9%)
PROPOSED BUILDING COVERAGE	4.3%
PROPOSED BUILDING AREA	2,454 SF
PROPOSED BUILDING HEIGHT	26' HT. MAX
REQUIRED OPEN SPACE	11,344 SF (20% MIN)
PROPOSED OPEN SPACE	23,873 (42.1%)
REQUIRED PARKING	18 (1 SPACE PER 3 SEATS)
PROPOSED PARKING	24 (4 ADA SPACES)
TOTAL REQUIRED BIKE SPOTS	2 (1 SPOT PER 1,500 SF OF FROSS BLDG. AREA)
TOTAL PROPOSED BIKE SPOTS	4 BIKE SPACES
REQUIRED SOUTH FACADE PLANTING	35 LF x .25 = 8.75 LF REQUIRED
PROVIDED SOUTH FACADE PLANTING	24 LF PROVIDED



A PARKING DIMENSIONS TYP.
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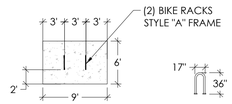

B BIKE RACK TYP.
SCALE: 1" = 10'-0"

LOCATION MAP



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planning + landscape architecture
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Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

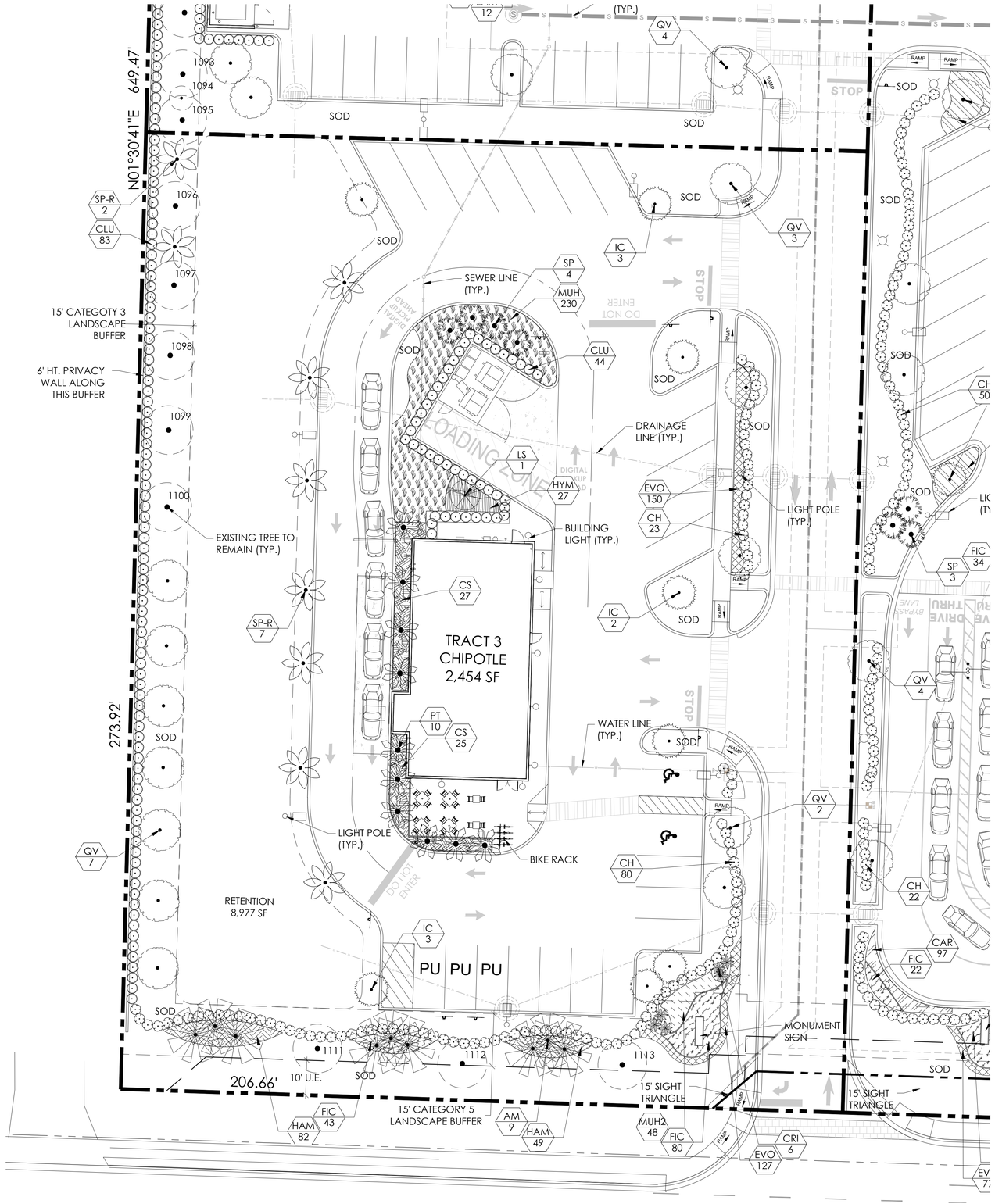
CHIPOTLE
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

NORTH
0 10' 20' 40'
SCALE: 1" = 20'-0"

Drawn By: JG
Drawing #: 1034
Date: 11/02/2023

SITE PLAN

SHEET # SP.1



LANDSCAPE NOTES:

1. ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
2. ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
3. ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
4. ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
6. IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
7. ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
8. CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.

LANDSCAPE REQUIREMENT CHART

LOCATION / AREA	CODE REQUIREMENT	REQUIRED	PROVIDED
NET SITE AREA: 56,457 SF	1 TREE PER 2,500 SF	23 TREES	52 TREES
PARKING ISLAND TREES	1 TREE PER ISLAND	7 TREES	8 TREES
EAST PL MEDIAN (167 LINEAR FEET)	1 TREE PER 40' LF	5 TREES	5 TREES
SOUTH PL (180 LINEAR FEET) 15' CATEGORY 5 BUFFER	1 TREE PER 20' LF 3' HT MEANDERING HEDGE 2 LEVELS OR TIERS	9 TREES 3' HT MEANDERING HEDGE 2 LEVELS OR TIERS	12 TREES TOTAL -3 EXISTING TREES -9 PROPOSED TREES 3' HT HEDGE W/ SECOND TIER
WEST PL (274.0 LINEAR FEET) 15' CATEGORY 3 BUFFER	1 TREE PER 20' LF 3' HT HEDGE 6' HT WALL OR FENCE	14 TREES 3' HT HEDGE 6' HT WALL OR FENCE	14 TREES TOTAL -5 EXISTING TREES -9 PROPOSED TREES 3' HT HEDGE 6' HT WALL
BUILDING FOUNDATION PLANTING	25% OF BUILDING FACADE THAT FACES THE STREET	25% OF 35 LF FACADE	24 LF OF SOUTH FACADE (69%) & 69 LF OF WEST FACADE (100%)
PALM RATIO	CAN ONLY COUNT FOR LESS THAN 50% OF REQUIRED TREES	LESS THAN 12 OF 23 TREES	5 TREES (22%)
NATIVE SPECIES PLANTINGS RATIO	40% OF PLANTINGS MUST BE NATIVE IF NO WASTEWATER SYSTEM USED	40%	53%

PLANT SCHEDULE TRACT 3

TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AM	9	Adonidia merrillii	Christmas Palm	14-16` OA HT
IC *	8	Ilex cassine	Dahoon Holly	12` HT MIN X 5` SPR @ 2.5" CAL. MIN
LS	1	Lagerstroemia speciosa	Queen's Crape Myrtle	14' HT X 7' SPR
PT	10	Ptychosperma elegans	Alexander Palm	16-18` OA HT, X 10` GW MIN
QV *	12	Quercus virginiana	Southern Live Oak	12` HT X 5` SPR 2.5" CAL
SP-R*	9	Relocated Sabal palmetto	Cabbage Palmetto	RELOCATED FROM ONSITE
SP*	4	Sabal palmetto	Cabbage Palmetto	18-22` O.A. HT, BOOTED,
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CH *	103	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	48" HT X 36" SPR @ 36" O.C.
CLU	127	Clusia guttifera	Small Leaf Clusia	36" HT X 30" SPR @ 36" O.C.
CRI	6	Crinum augustum 'Queen Emma'	'Queen Emma' Crinum	36" HT X 36" SPR @ 48" O.C.
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CS*	52	Conocarpus erectus f. sericeus	Silver Buttonwood	36" HT X 36" SPR
FIC	123	Ficus microcarpa `Green Island`	Green Island Ficus	12" HT X 12" SPR @ 18" O.C.
HAM*	131	Hamelia patens	Firebush	12" HT X 12" SPR @ 18" O.C.
HYM *	27	Hymenocallis latifolia	Spider Lily	18" HT X 18" SPR @ 24" O.C.
MUH*	230	Muhlenbergia capillaris	Pink Muhly	18" HT X 18" SPR @ 24" O.C.
MUH2*	48	Muhlenbergia capillaris 'White Cloud'	White Cloud Muhly Grass	18" HT X 18" SPR @ 24" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
EVO	277	Evolvulus glomeratus `Blue Daze`	'Blue Daze'	12" HT X 12" SPR @ 12" O.C.

NOTES:
- ALL AREAS LABELS AS SOD TO BE ST. AUGUSTINE
* FLORIDA NATIVE

NORTH
0 10' 20' 40'
SCALE: 1" = 20'-0"

LOCATION MAP



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Consultants:

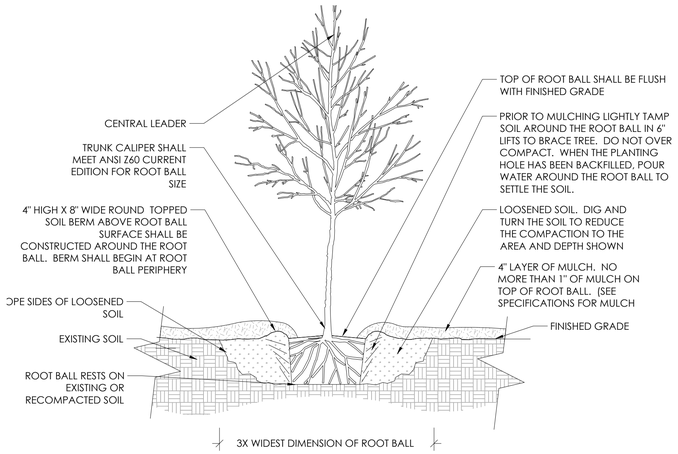
Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

CHIPOTLE
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

Drawn By:	JG
Drawing #:	1034
Date:	11/02/2023

CHIPOTLE LANDSCAPE PLAN

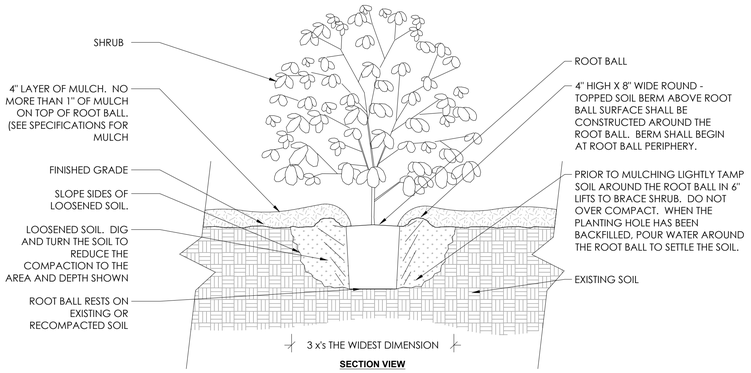
SHEET # LP.1



1 TREE PLANTING DETAIL

1/2" = 1'-0"

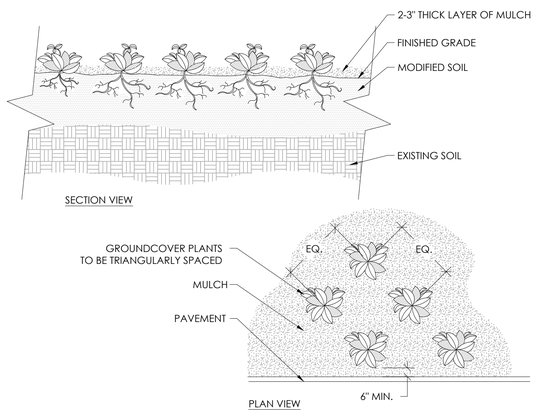
NOTES:
1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



2 SHRUB PLANTING DETAIL

3/4" = 1'-0"

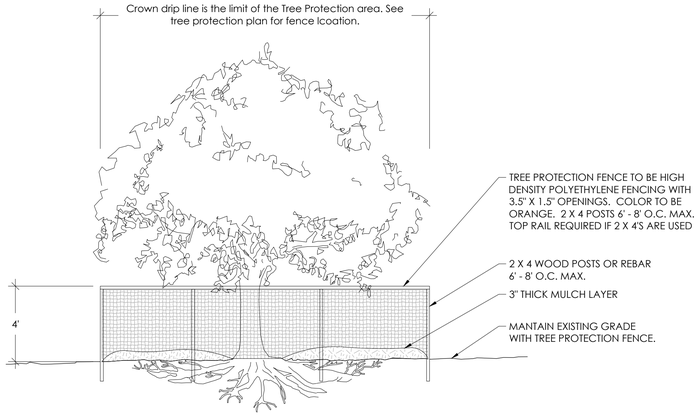
NOTES:
1. SHRUB SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



3 GROUNDCOVER

3/4" = 1'-0"

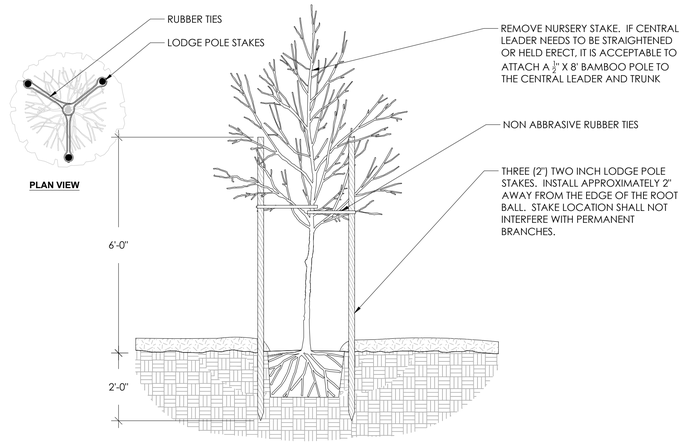
NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SMALL ROOTS (¼" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A
NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE
TIME OF PLANTING. ROOTS ON THE PERIPERHY CAN BE REMOVED AT THE TIME OF PLANTING.
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.



4 TREE PROTECTION DETAIL

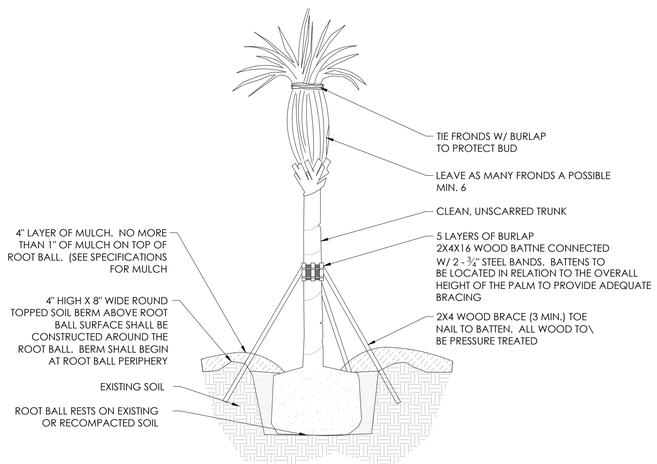
SCALE : 1/4" = 1'-0"

NOTES:
1. KEEP OUT OF TREE PROTECTION AREA
2. FENCE TO BE INSTALLED ALONG DRIPLINE OF EXISTING TREES
3. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.



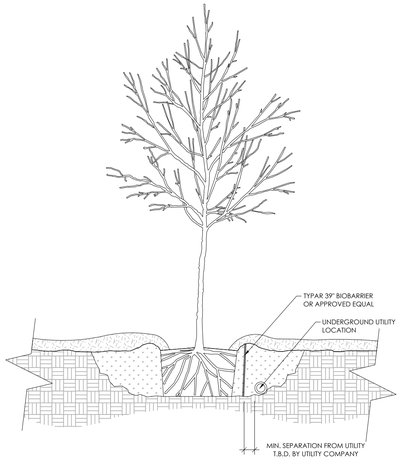
5 TREE STAKING DETAIL

1/2" = 1'-0"



6 PALM STAKING DETAIL

SCALE : 1/4" = 1'-0"



7 ROOT BARRIER DETAIL

1/2" = 1'-0"

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Consultants:

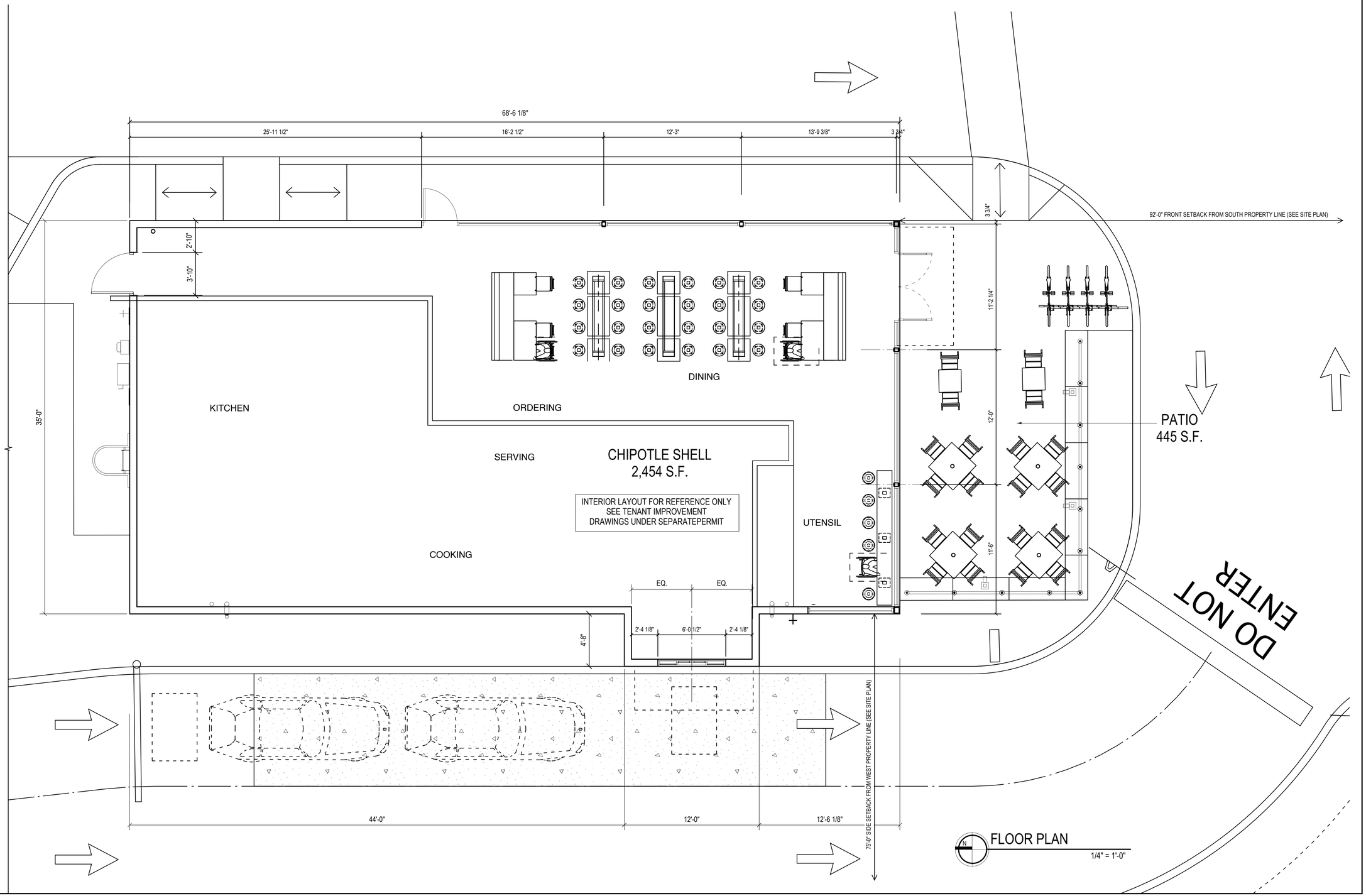
Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

CHIPOTLE
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

Drawn By:	JG
Drawing #:	1034
Date:	11/02/2023

LANDSCAPE DETAILS

SHEET # LP.2



TUTTLE DESIGN LLC
561-860-2935

HAROLD TUTTLE
AR #0015395

CHIPOTLE SHELL BUILDING
VILLAGE VOLLECTION OF PALM SPRINGS
10TH AVE. N. & FLORIDA MANGO RD.
VILLAGE OF PALM SPRINGS, FLORIDA

REVISIONS	DATE

Contract	
Permit	
Bid	
Date	9/10/23
Scale	AS NOTED
Drawn	HT
Job	2023-41
Sheet	A2.01
Of	X/X Sheets

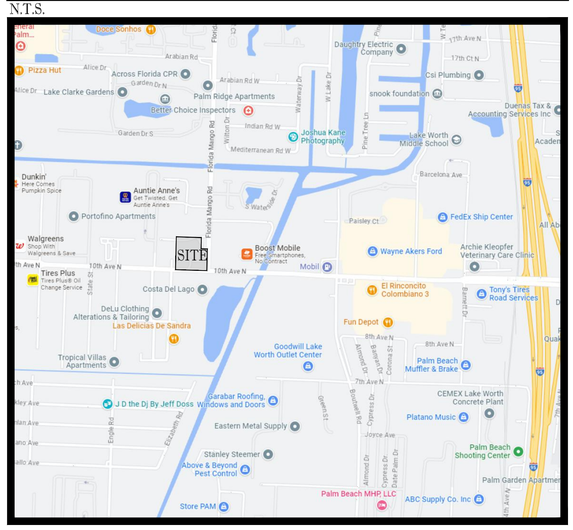
PRELIMINARY ENGINEERING PLANS
FOR:
VILLAGE COLLECTION OF PALM SPRINGS

OWNER:

10th AVE PARTNERSHIP

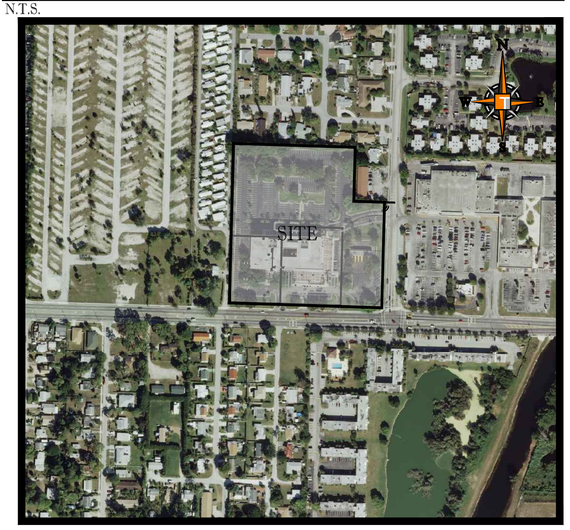
LOCATION MAP

N.T.S.



VICINITY \ AERIAL MAP

N.T.S.



SHEET INDEX

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-COVER-SHEET

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP

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FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERT. OF AUTH. No. 27528

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C-00

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:02 AM by Brandon Ulmer — J:\FJ PROJECTS\FJ230012-VILLAGE COLLECTION AT PALM SPRINGS\ENG\FJ230012-COVER-SHEET.dwg — xAXPVR C-00 COVER SHEET

GENERAL NOTES:

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE CONFORMANCE TO THESE REQUIREMENTS BY ALL SUBCONTRACTORS.

1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS SITE PLAN:

- BOUNDARY SURVEY

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE.

2. ALL HANDICAPPED PARKING SPACES SHALL BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. SEC. 12101 ET SEQ. AND 42 U.S.C. SEC. 4151 ET SEQ.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THIS PROJECT IS TO BE CONSTRUCTED.

3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES. CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

4. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE REQUIREMENTS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER THIS PROJECT.

6. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

7. THE BOUNDARY SURVEY, SHALL BE CONSIDERED A PART OF THESE PLANS.

8. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO THOMAS ENGINEERING BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THOMAS ENGINEERING IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

9. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO THE GIVING OF SUCH NOTIFICATION AND THE ENGINEER'S WRITTEN AUTHORIZATION OF SUCH ADDITIONAL WORK.

10. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.

11. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE SITE PLAN AND LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE). CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER OF ANY DISCREPANCIES.

12. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

13. THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT AND CONTIGUOUS STRUCTURES.

14. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, ETC. WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.

15. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY SHALL RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE EXISTING CONDITIONS, AND IN CONFORMANCE WITH APPLICABLE CODES. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

16. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

17. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS / MEANS FOR COMPLETION OF THE WORK DEPICTED NEITHER ON THESE PLANS, NOR FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

18. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.

19. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME Thomas ENGINEERING, AND ITS SUB-CONSULTANTS AS ADDITIONAL NAMED INSURERS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH Thomas ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS Thomas ENGINEERING AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

20. THOMAS ENGINEERING WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS,COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. Thomas ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT Thomas ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. Thomas ENGINEERING WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. Thomas ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

21. NEITHER THE PROFESSIONAL ACTIVITIES OF THOMAS ENGINEERING, NOR THE PRESENCE OF THOMAS ENGINEERING OR ITS EMPLOYEES AND SUB-CONSULTANTS AT A CONSTRUCTION / PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THOMAS ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THOMAS ENGINEERING SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

22. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS RELATED TO SAME.

23. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE.

24. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

25. CONTRACTOR SHALL CONFIRM ADA ACCESSIBILITY PRIOR TO INSTALLING FINISHING COURSES OF SIDEWALKS AND PARKING AREAS.

26. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

27. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOUR NOTICE TO ENGINEER AND APPLICABLE AGENCIES FOR SCHEDULING INSPECTIONS.

28. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND CITY FOR THE FOLLOWING: CATCH BASINS, FIRE HYDRANTS, VALVES, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

30. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND APPROVED BY CITY WHERE APPLICABLE PRIOR TO IMPLEMENTATION.

31. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

32. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE THE BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM CITY.

33. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE. ALL RESTORED TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCY'S TRAFFIC ENGINEERING STANDARDS.

34. CONTRACTOR SHALL STAKE EASEMENT, SIDEWALK, CURBING AND/OR ROAD RIGHT OF WAY LINES DURING CONSTRUCTION OF WATER, SEWER AND DRAINAGE FACILITIES THAT ARE REQUIRED TO LINE UP WITH ABOVE GROUND FACILITIES.

SANITARY SEWER:

1. DISTANCE AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.

2. CONSTRUCTION AND INSTALLATION OF SANITARY SEWER SHALL FOLLOW CITY UTILITY DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

3. TESTING OF SANITARY SEWER SHALL BE BASED ON CITY UTILITY DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

WATER DISTRIBUTION AND/OR SANITARY SEWER FORCEMAIN SYSTEM

1. NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS, FOR THE WATER AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO CITY UTILITY DEPARTMENT.

2. CONSTRUCTION AND INSTALLATION OF WATERMAIN SHALL FOLLOW CITY UTILITIES DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

3. TESTING OF WATERMAIN SHALL BE BASED ON CITY UTILITIES DEPARTMENT MINIMUM CONSTRUCTION STANDARDS, LATEST EDITION

4. ALL WATER MAIN PIPE, INCLUDING FITTINGS, INSTALLED ON OR AFTER AUGUST 28, 2003, EXCEPT PIPE INSTALLED UNDER A CONSTRUCTION PERMIT FOR WHICH THE DEPARTMENT RECEIVED A COMPLETE APPLICATION BEFORE AUGUST 28, 2003, SHALL BE COLOR CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE, SHALL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR SHALL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE AT DRINKING WATER TREATMENT PLANTS SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH SUBSECTION 62-555.320(10), F.A.C., AND ALL OTHER ABOVEGROUND PIPE SHALL BE PAINTED BLUE OR SHALL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.

SEPARATION OF WATER AND SEWER MAINS:

1. SEPARATION OF WATER, SEWER, AND STORM SHALL BE BASED ON CITY UTILITY DEPARTMENT MINIMUM CONSTRUCTION STANDARDS AND SHALL MEET THE LATEST F.A.C. 62-555.314

2. ALL UTILITY PIPES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 5' FROM ALL OTHER UNDERGROUND UTILITIES AND A VERTICAL SEPARATION OF AT LEAST 18". SEE UTILITY UTILITY STANDARDS MANUAL FOR ADDITIONAL SPECS.

STORM DRAINAGE:

GENERAL:

1. CATCH BASIN GRATES AND RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.

2. DISTANCES AND LENGTHS SHOWN ON PLANS REFERENCE INSIDE WALLS OF THE STRUCTURE.

MATERIALS:

3. ALL HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AASHTO M - 294 LATEST REVISIONS. ALL PIPING TO BE NON-PERFORATED TUBING, EXCEPT WHERE EXFILTRATION TRENCH IS PROPOSED.

4. ALL YARD DRAIN BASINS ARE TO BE HIGH DENSITY POLYETHYLENE PRODUCT AND SHALL MEET ASTM LATEST MINIMUM STANDARDS.

5. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AND SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION C-478 AND 64T UNLESS OTHERWISE NOTED IN THE PLANS. NO BLOCK CATCH BASINS WILL BE ALLOWED THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF fc=3750 PSI AT 28 DAYS.

INSTALLATION:

6. THE CONTRACTOR SHALL FOLLOW CITY DETAILS FOR PIPE BACKFILL REQUIREMENTS SAID DETAIL IS INCLUDED IN THE DRAINAGE DETAIL SHEETS OF THIS PLAN SET

7. ALL PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC

8. PROVIDE A MINIMUM PROTECTIVE COVER OF 30 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

9. THE CONTRACTOR SHALL NOTIFY CITY ENGINEERING DEPARTMENT/ FDOT AND THE ENGINEER OF RECORD AT LEAST 7 DAYS PRIOR TO THE START OF THE CONSTRUCTION AND INSPECTION.

PAVING:

A. GENERAL:
1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.

2. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.

3. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT TO ENSURE A PROPER JOINT.

4. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD. PRIME AND TACK COAT FOR BASE SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF SECTIONS 300-1 THROUGH 300-7 OF FDOT STANDARDS AND SPECIFICATIONS.

B. MATERIALS:
1. LIMEROCK BASE: (ASPHALT-VEHICULAR PAVERS AREAS) LIMEROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100).

2. WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE S-9.5 ASPHALTIC CONCRETE.

3. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" x 6" NO. 6 GAUGE WIRE MESH OR FIBER MESH CONCRETE

C. INSTALLATION:
1. SUB-BASE 12" STABILIZED SUB-BASE COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180 (MIN LBR 40).
2. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE D.O.T. STANDARD SPECIFICATIONS FOR TYPE SP-12.5 & SP-9.5 ASPHALTIC CONCRETE OR THE LATEST REVISION.

D. TESTING
1. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.

2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE ENGINEER.

3. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE CONTRACTOR.

4. DENSITY TESTS ON THE BASE AND STABILIZED SUBGRADE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND APPROVED BEFORE ANY BASE IS CONSTRUCTED.

5. DENSITY TESTS AND "AS-BUILTS" ON THE FINISHED BASE SHALL BE SUPPLIED TO THE EOR, AND APPROVED BEFORE ANY ASPHALT PAVEMENT IS CONSTRUCTED.

6. LABORATORY PROCTOR COMPACTION TESTS (T-180) SHALL BE PERFORMED ON ALL MATERIAL, SUB-GRADE AND BASE. LIMEROCK BEARING RATIONS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE CITY.

PAVEMENT MARKING & SIGNAGE:

1. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND CITY ENGINEERING STANDARDS.

2. ALL PAVEMENT MARKINGS AND STRIPING SHALL BE TWO COATS OF TRAFFIC PAINT EXCLUDING STOP BARS AND TURN ARROWS WHICH SHALL BE THERMOPLASTIC. PAVER BRICKS OF APPROPRIATE COLOR SHALL BE USED ON PAVER BRICK AREAS. IN LIEU OF PAINT OR THERMOPLASTIC MATERIAL IN ACCORDANCE WITH SECTION 78-344 OF THE LDR. (THIS IS FOR PRIVATE DEVELOPMENTS AND EXCLUDES PUBLIC RIGHT OF WAY)

3. PARKING STALLS STRIPING SHALL BE TWO COATS OF PAINT.

POLLUTION PREVENTION:

1. THE CONTRACTOR SHALL CONTINUOUSLY ENSURE THAT THE PERIMETER OF THE SITE, INCLUDING CONSTRUCTION ENTRANCES, IS SECURED FROM ALLOWING DEBRIS TO LEAVE THE SITE DUE TO CONSTRUCTION ACTIVITY OR RAINFALL EVENTS. A WEEKLY LOG SHALL BE UPDATED AND KEPT ON-SITE IN ACCORDANCE WITH THE NPDES PERMIT. BY BIDDING DOCUMENTS CONTRACTOR ACKNOWLEDGES HE/SHE IS AWARE OF NPDES GUIDELINES AND POLICIES AS WELL AS BEST MANAGEMENT PRACTICES AND ASSUMES SOLE RESPONSIBILITY FOR FINES IMPOSED BY GOVERNMENTAL AGENCIES DUE TO VIOLATIONS.

PROJECT RECORD DOCUMENTS:

A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.

B. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS,SHOWING THE LOCATIONS AND APPLICABLE GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN OR INVERT AND EDGES OF PAVEMENT AT 50 FOOT INTERVALS, INCLUDING LOCATIONS AND ELEVATIONS OF ALL HIGH AND LOW POINTS.

C. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS, AND ELEVATIONS OF ALL IMPROVEMENTS IN A FORMAT APPROVED BY CITY PUBLIC UTILITIES / ENGINEERING DEPARTMENT.

D. "AS-BUILT" INFORMATION OF GRAVITY SEWERS MUST CONTAIN LOCATION OF SERVICE LATERALS. STATIONING OF BOTH THE WYE, CLEAN-OUTS, AND THE SERVICE END MUST ALSO BE INCLUDED.

E. "AS-BUILT" INFORMATION OF WATER DISTRIBUTION SYSTEMS MUST CONTAIN LOCATIONS OF ALL VALVES, FITTINGS, FIRE HYDRANTS, SERVICES AND APPURTENANCES. TOP OF PIPE ELEVATIONS ALONG THE WATER MAIN ARE REQUIRED AT INTERVALS OF 100 FEET (MAXIMUM).

F. ALL "AS-BUILT" INFORMATION ON ELEVATIONS SHALL BE CERTIFIED BY A FLORIDA PROFESSIONAL SURVEYOR & MAPPER

G. "AS-BUILTS" OF WATER LINES SHALL BASED ON PORT ST LUCIE UTILITY DEPARTMENT WRITTEN SPECIFICATIONS.

H, "AS-BUILTS" OF ALL GRAVITY SANITARY SEWER LINES SHALL INCLUDE THE FOLLOWING INFORMATION:
1. RIMS, INVERTS AND LENGTH OF PIPING BETWEEN STRUCTURES AS WELL AS SLOPES.
2. THE STUB ENDS OF ALL SEWER LATERALS SHALL BE LOCATED, AND IF THERE ARE ANY CLEANOUTS INSTALLED ON THE SEWER LATERALS, THEN THE INVERT ELEVATION OF THESE CLEANOUTS NEED TO BE OBTAINED.

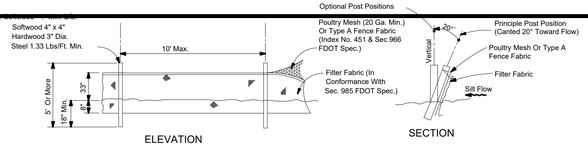
I. "AS-BUILTS" OF ALL DRAINAGE LINES SHALL INCLUDE THE FOLLOWING INFORMATION:
1. RIMS, INVERTS AND LENGTH OF PIPING BETWEEN STRUCTURES AND WEIR ELEVATIONS IF APPLICABLE.
2. THE SIZE OF THE PIPING SHALL BE VERIFIED BY THE SURVEY CREW AT THE TIME OF "AS-BUILT".
3. DRAINAGE WELL STRUCTURE "AS-BUILTS" SHALL INCLUDE, BUT NOT BE LIMITED TO, TOP OF CASING ELEVATION, TOP AND BOTTOM ELEVATIONS OF THE BAFFLE WALLS, RIM ELEVATIONS AND INVERTS OF PIPING,

J. ALL ROCK "AS-BUILTS" FOR PARKING LOT AREAS SHALL CONSIST OF THE FOLLOWING:
1. ROCK ELEVATIONS AT ALL HIGH AND LOW POINTS, AND AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY.
2. ROCK "AS-BUILTS" SHALL BE TAKEN AT ALL LOCATIONS WHERE THERE IS A FINISH GRADE ELEVATION SHOWN ON THE DESIGN PLANS.
3. ALL CATCH BASIN AND MANHOLE RIM ELEVATIONS SHALL BE SHOWN.
4. ELEVATIONS AROUND ISLAND AREAS WILL ALSO BE REQUIRED.
5. WHERE CONCRETE IS TO BE USED AS A FINISHED PRODUCT FOR THE ROADWAY OR PARKING LOT ROCK "AS-BUILTS" WILL BE REQUIRED AS INDICTED ABOVE, AS WELL AS "AS-BUILTS" ON THE FINISHED CONCRETE AT LOCATIONS WHERE THERE IS A FINISH GRADE ELEVATION SHOWN ON THE DESIGN PLANS.
6. "AS-BUILTS" SHALL BE TAKEN ON ALL PAVED AND UNPAVED SWALES, PRIOR TO PLACEMENT OF ASPHALT OR TOPSOIL/SOD, AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY AND CONFORMANCE TO THE PLAN DETAILS.

K. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS, "AS-BUILTS", BASED ON CITY UTILITY DEPARTMENT AND CITY ENGINEERING DEPARTMENT REQUIREMENTS AND SPECIFICATIONS.

PROJECT CLOSEOUT:

CLEANING UP:
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CL

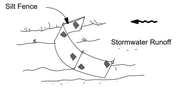


ELEVATION SECTION

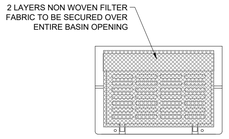
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE ~V SILT FENCE

1. Type ~~~ Silt Fence to be used at most locations. Where used in Ditches the spacing for Type ~~~ Silt Fence shall be in accordance with char 1, Sheet 1.
2. Type ~V Silt Fence to be used where large sediment loads anticipated. Suggested use is where fill slope is 1:2 or steeper and length of slope exceeds 25 feet. Avoid use where the detained water may back into travel lanes or off the right of way.
3. Do not construct silt fences across permanent flowing watercourses. Silt fences are to be at upland locations and turbidity barriers used at permanent bodies of water.
4. Where used as slope protection, Silt Fence is to be constructed on 0% longitudinal grade to avoid channelizing runoff along the length of fence.



Silt Fence Protection in Ditches with Intermittent Flow

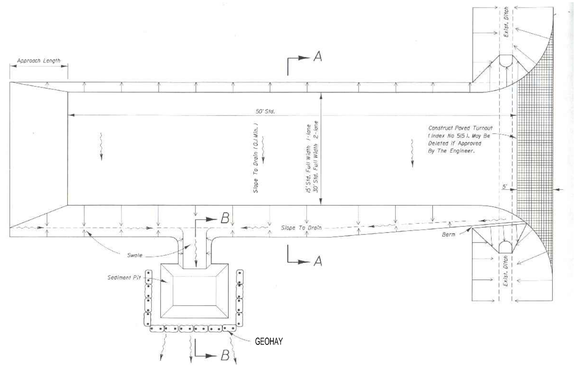


CATCH BASIN INLET PROTECTION DETAIL

NOT TO SCALE

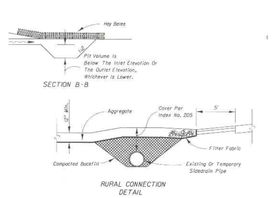


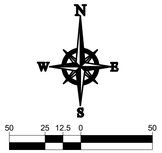
Silt Fence Protection Around Ditch Bottom Inlets.

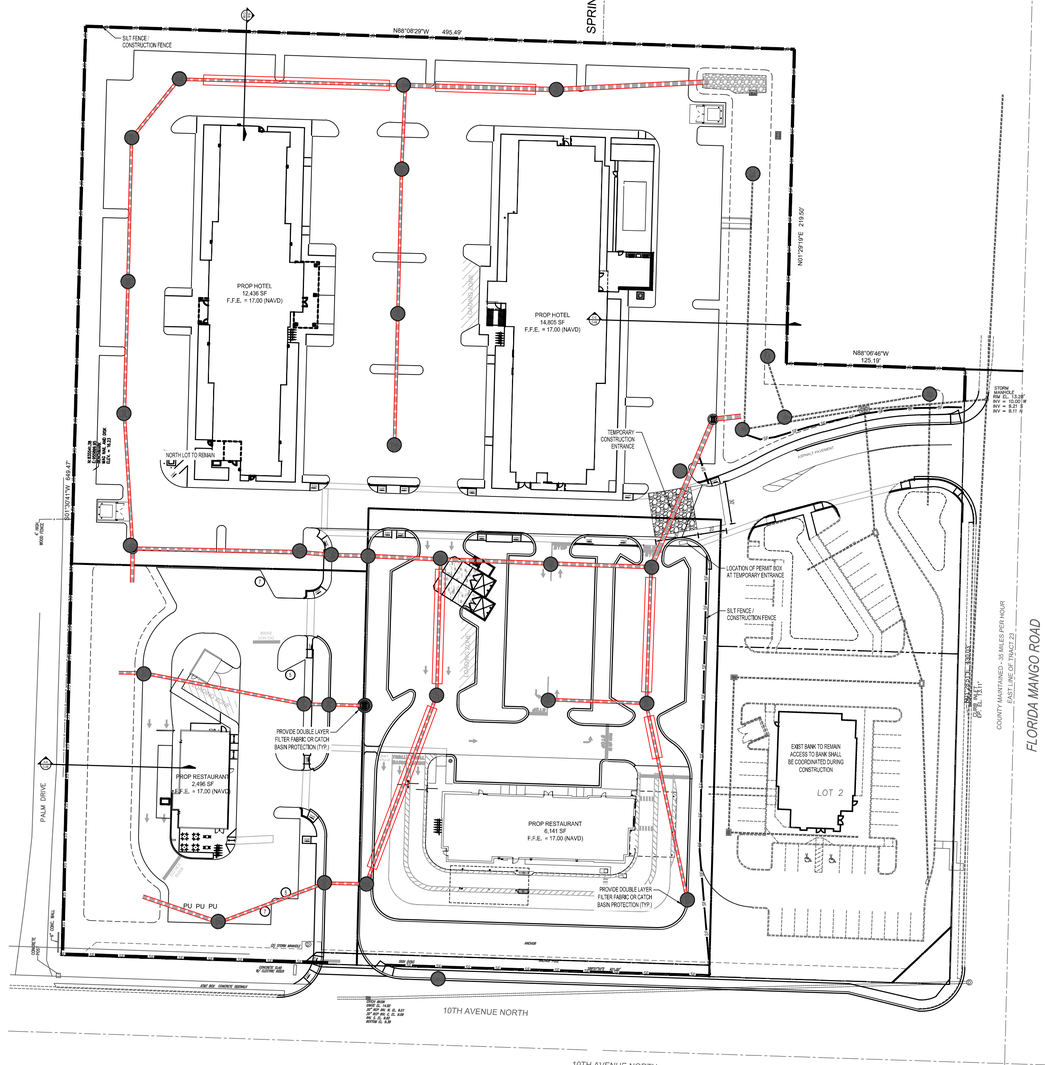


SOIL TRACKING PREVENTION TYPE A

SCALE: NONE







EROSION CONTROL NOTES:

1. CONTRACTOR SHALL MAINTAIN EROSION CONTROL FACILITIES DURING THE ENTIRE CONSTRUCTION PERIOD. FACILITIES ARE NOT TO BE REMOVED UNTIL COMPLETION OF THE PROJECT AND THE SITE IS STABILIZED.
2. ADDITIONAL DEVICES MAY BE REQUIRED AS DEEMED NECESSARY BY GOVERNING AUTHORITIES.
3. SILT FENCES SHALL BE CLEANED OR REPLACED WHEN TRAPPED SEDIMENT REACHES 50 PERCENT OF THE ABOVE GROUND FENCE HEIGHT OR A LOWER HEIGHT BASED ON MANUFACTURER'S SPECIFICATIONS.
4. SEDIMENT AND EROSION CONTROL MEASURES WILL BE INSPECTED ON A DAILY BASIS AND REPAIRED, ADJUSTED AND MAINTAINED AS NEEDED OR REQUIRED BY GOVERNING AGENCIES AT NO ADDITIONAL EXPENSE TO THE OWNER TO PROVIDE EROSION AND SEDIMENT CONTROL FOR THE DURATION OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS ARE STABILIZED.
5. ALL GRADED AREAS SHALL BE STABILIZED WITH A PERMANENT FAST GROWING COVER AND/OR MULCH UPON COMPLETION OF GRADING OPERATIONS. COMPLETION OF GRADING OPERATIONS DOES NOT MEAN AT THE END OF THE PROJECT. AS SOON AS FINAL GRADES ARE ESTABLISHED IN AN UNPAVED AREA, THE CONTRACTOR SHALL STABILIZE WITH A TEMPORARY GRASS OR PERMANENT SOD. IF A TEMPORARY GRASS IS APPLIED, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO APPLY A PERMANENT SEED OR SOD AT THE PROPER TIME OF YEAR.
6. FILL SLOPES SHOULD BE PLANTED AS SOON AS AN AREA OF THE SITE IS BROUGHT TO FINAL GRADE. SURFACE RUNOFF SHALL BE INTERCEPTED AT THE TOP OF TEMPORARY AND PERMANENT SLOPES DURING CONSTRUCTION SO THAT WATER IS NOT ALLOWED TO FLOW OVER THE SLOPE FACE.
7. THE GENERAL CONTRACTOR AND THE GRADING CONTRACTOR SHALL REVIEW THEIR PROPOSED GRADING SEQUENCE TO INSURE THAT THE LEAST AMOUNT OF LAND POSSIBLE AT ANY ONE TIME IS DISTURBED WITHOUT PERMANENT STABILIZATION.
8. CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION ENTRANCES PRIOR TO ANY EARTHWORK OPERATIONS.
9. CONTRACTOR SHALL MAINTAIN SILT FENCES FOR THE DURATION OF THE PROJECT UNTIL ACCEPTED BY THE OWNER AT NO EXPENSE TO OWNER.
10. LAND DISTURBING ACTIVITIES BE KEPT TO A MINIMUM AND WILL NOT EXTEND BEYOND THE LIMITS SHOWN.
11. THE CONTRACTOR SHALL CONSTRUCT THE SILT FENCING AS SHOWN AT THE PERIMETER OF THE SITE PLAN PRIOR TO LAND CLEARING ACTIVITIES.
12. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE COMPLIANCE WITH THE NPDES STORMWATER REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, INSPECTION REQUIREMENTS.
13. ALL EROSION CONTROL MEASURES EXCEPT THE REQUIRED RIP RAP ARE TEMPORARY DEVICES. THESE TEMPORARY DEVICES SHALL BE REMOVED PRIOR TO COMPLETION OF CONSTRUCTION ONCE STABILIZATION OF ALL GRASSED AREAS ARE COMPLETE.
14. PRIOR TO CONSTRUCTION, THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN HEREON SHALL BE IN PLACE. CLEARING AND GRUBBING OPERATIONS WILL BE ENGAGED IN ONLY AS NECESSARY TO ALLOW THE PLACEMENT OF EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN HEREON UNTIL ALL SUCH MEASURES ARE IN PLACE.
15. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC., REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.

NOTES

1. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING.
2. ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH COUNTY AND LOCAL UTILITY COMPANY REQUIREMENTS. ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
3. CONTRACTOR SHALL REFER TO CONSTRUCTION PHASING PLANS FOR ORDER OF REMOVAL OF ANY UTILITIES AND/OR STRUCTURES.

LEGEND:

- SF — PROPOSED SILT FENCE
- SOIL TRACKING PREVENTION MAT
- INLET/STRUCTURE PROTECTION
- LIMITS OF DISTURBANCE AREA OF DEMOLITION, CLEARING & GRUBBING

811 Know what's below. Call before you dig.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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SUITE 101
TAMPA, FL 33612
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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-EROSION-PLAN

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP
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BRANDON M. ULMER — No. 68345 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
November 3, 2023
FLORIDA LICENSE NUMBER
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

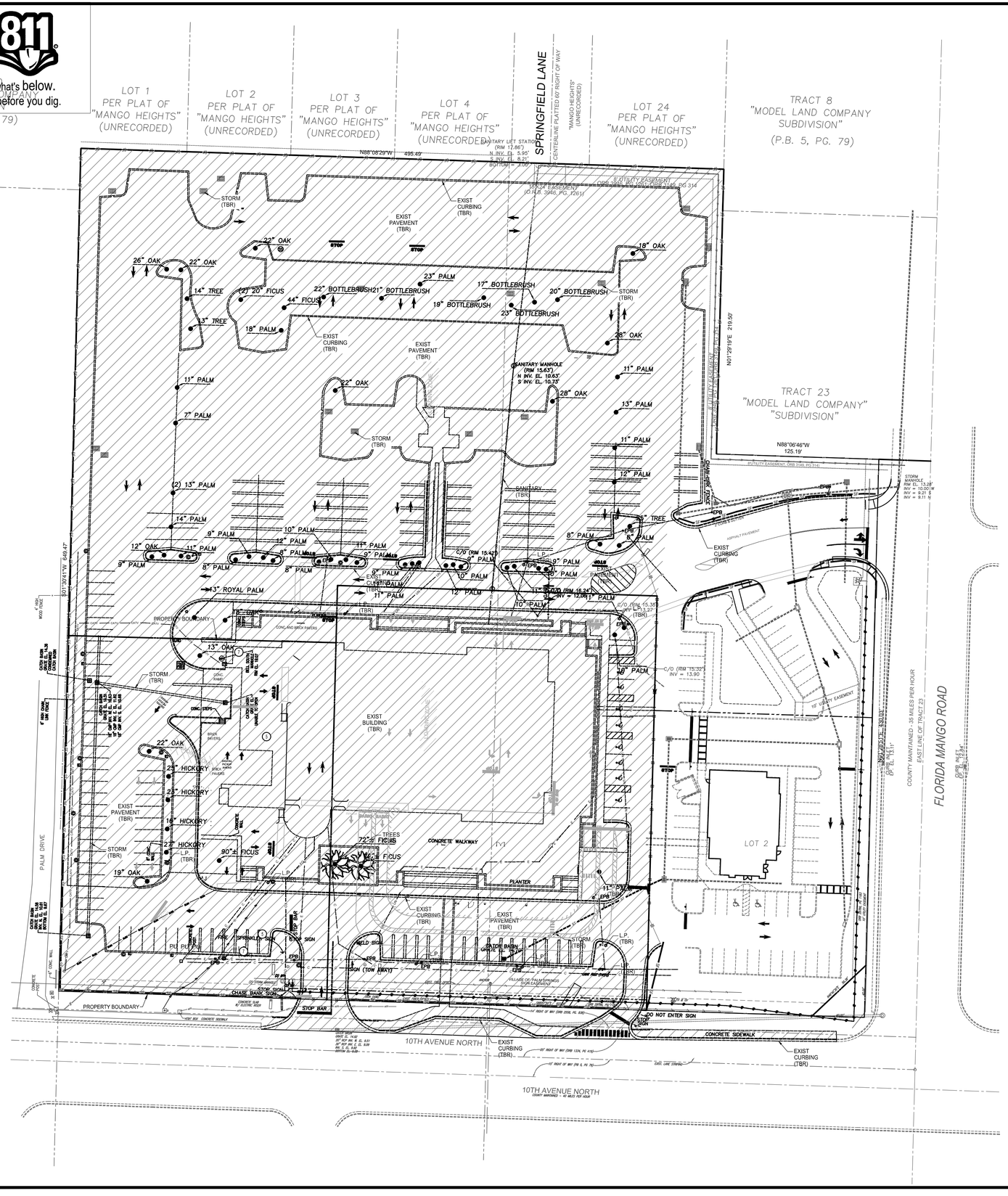
EROSION CONTROL PLAN

SHEET NUMBER:

C-02

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:02 AM by Brandon Ulmer
N:_PROJECTS\FJ230012 - 10TH AVE & FLORIDA MANGO RD, PALM SPRINGS\DWG\FJ230012-EROSION-PLAN-----XAVIER_C-02 EROSION CONTROL PLAN


Know what's below.
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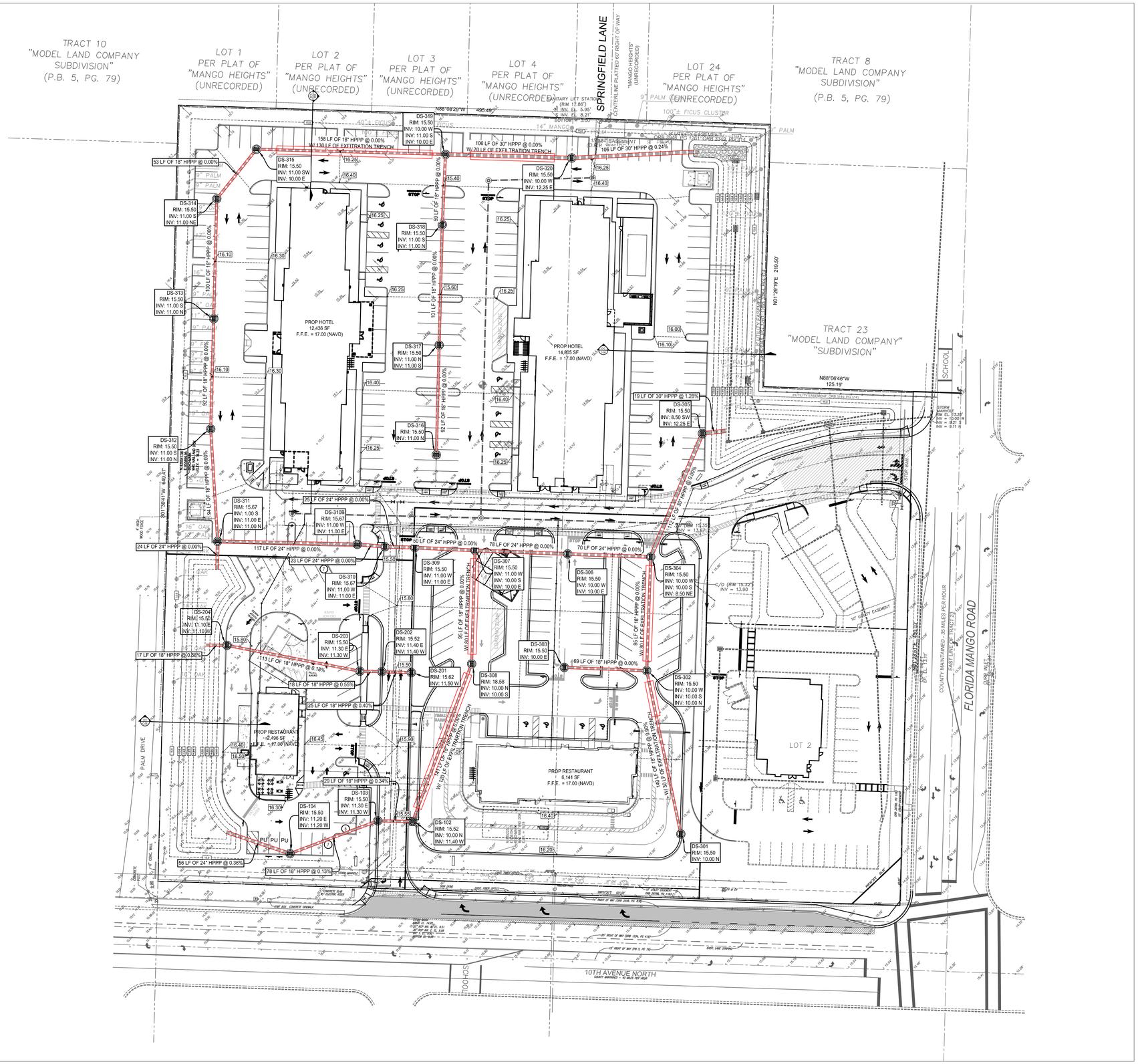
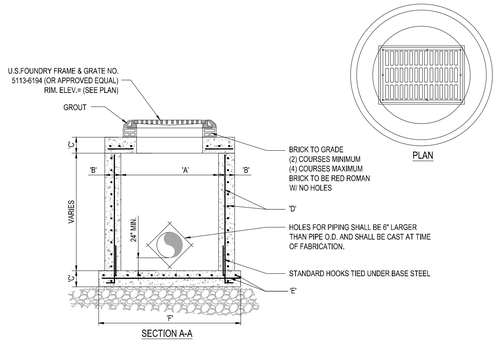
TRACT 10
ODEL LAND COMPANY
SUBDIVISION
(P.B. 5, PG. 79)
LOT 1
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 2
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 3
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 4
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
SPRINGFIELD LANE
CENTERLINE PLATTED 80' RIGHT OF WAY
"MANGO HEIGHTS"
(UNRECORDED)
LOT 24
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
TRACT 8
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)
TRACT 23
"MODEL LAND COMPANY"
"SUBDIVISION"
LOT 2
N88°08'20"W 495.49'
N88°06'46"W 125.19'
N01°29'19"E 219.55'
S01°30'41"W 649.47'
SANITARY LIFT STATION
(RIM 12.86')
N INV. EL. 5.95'
S INV. EL. 6.21'
BOTTOM = 3.00'
UTILITY EASEMENT
ORB 9946, PG 314
ROAD EASEMENT
(O.R.B. 3946, PG. 1261)
UTILITY EASEMENT, ORB 3946, PG 314
UTILITY EASEMENT, ORB 3946, PG 314
10' UTILITY EASEMENT
PROPERTY BOUNDARY
PALM DRIVE
FLORIDA MANGO ROAD
10TH AVENUE NORTH
COUNTY MAINTAINED - 40 MILES PER HOUR
EAST LINE OF TRACT 23
STORM (TBR)
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
SANITARY MANHOLE (RIM 15.63') N INV. EL. 10.63' S INV. EL. 10.73'
STORM MANHOLE RIM EL. 13.28' INV = 10.00' W INV = 9.21' S INV = 9.11' N
C/O (RIM 15.42') INV = 9.00'
C/O (RIM 15.30') INV = 13.90'
C/O (RIM 15.37') INV = 13.37'
C/O (RIM 15.24') INV = 12.06'
22" OAK
26" OAK
14" TREE
(2) 20" FICUS
44" FICUS
22" BOTTLEBRUSH
21" BOTTLEBRUSH
23" PALM
17" BOTTLEBRUSH
19" BOTTLEBRUSH
20" BOTTLEBRUSH
23" BOTTLEBRUSH
18" OAK
13" TREE
18" PALM
28" OAK
11" PALM
7" PALM
13" PALM
12" PALM
(2) 13" PALM
14" PALM
9" PALM
10" PALM
12" OAK
11" PALM
8" PALM
35" TREE
6" PALM
13" ROYAL PALM
13" OAK
22" OAK
25" HICKORY
16" HICKORY
27" HICKORY
90"± FICUS
19" OAK
72"± FICUS
TREES
CONCRETE WALKWAY
PLANTER
LOT 2
EXIST BUILDING (TBR)
CONCRETE SIDEWALK
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
LP (TBR)
FIRE SPRINKLER SIGN
STOP SIGN
STOP BAR
DO NOT ENTER SIGN
CHASE BANK SIGN
MAIL BOX
ASPHALT PAVEMENT
CONC. SIDEWALK
CONC. CURB & GUTTER
CONC. STEPS
BRICK PAVERS
CONC. PAVERS
PROPERTY BOUNDARY
10' UTILITY EASEMENT
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
STORM (TBR)
SANITARY (TBR)
LP (TBR)
EPB
EXIST BUILDING (TBR)
CONCRETE
CONC. WALL
4" CONC. WALL
BRICK PAVERS
CONC. PAVERS
CONC. STEPS
CONC. RAMP
CONC. CURB & GUTTER
CONCRETE SIDEWALK
ASPHALT PAVEMENT
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
STORM (TBR)
LP (TBR)
EPB
SIGN (TOW AWAY)
WELD SIGN
STOP BAR
STOP SIGN
DO NOT ENTER SIGN
CONCRETE SIDEWALK
EXIST CURBING (TBR)
10TH AVENUE NORTH
COUNTY MAINTAINED - 40 MILES PER HOUR
10TH AVENUE NORTH
EXIST CURBING (TBR)
EXIST PAVEMENT (TBR)
STORM (TBR)
LP (TBR)
EPB
VILLAGE OF PALM SPRINGS SIGN EASEMENT
ASPHALT PAVEMENT
CONC. SIDEWALK
CONC. CURB & GUTTER

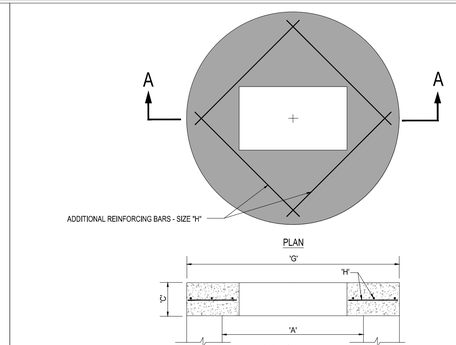

TRACT 10
"MODEL LAND COMPANY SUBDIVISION"
(P.B. 5, PG. 79)
LOT 1
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 2
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 3
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
LOT 4
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
SPRINGFIELD LANE
CENTERLINE PLATTED 60' RIGHT OF WAY
"MANGO HEIGHTS" (UNRECORDED)
LOT 24
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)
TRACT 8
"MODEL LAND COMPANY SUBDIVISION"
(P.B. 5, PG. 79)
TRACT 23
"MODEL LAND COMPANY"
"SUBDIVISION"
N88°08'29"W 495.49'
N01°29'19"E 219.50'
N88°06'46"W 125.19'
PROP HOTEL
12,436 SF
F.F.E. = 17.00 (NAVD)
PROP HOTEL
14,805 SF
F.F.E. = 17.00 (NAVD)
PROP RESTAURANT
6,141 SF
F.F.E. = 17.00 (NAVD)
PROP RESTAURANT
2,496 SF
F.F.E. = 17.00 (NAVD)
LOT 2
158 LF OF 18" HPPP @ 0.00%
W/ 130 LF OF EXFILTRATION TRENCH
106 LF OF 30" HPPP @ 0.00%
W/ 70 LF OF EXFILTRATION TRENCH
106 LF OF 30" HPPP @ 0.24%
53 LF OF 18" HPPP @ 0.00%
100 LF OF 18" HPPP @ 0.00%
92 LF OF 18" HPPP @ 0.00%
92 LF OF 18" HPPP @ 0.00%
101 LF OF 18" HPPP @ 0.00%
95 LF OF 18" HPPP @ 0.00%
W/ 80 LF OF EXFILTRATION TRENCH
95 LF OF 18" HPPP @ 0.00%
W/ 80 LF OF EXFILTRATION TRENCH
117 LF OF 18" HPPP @ 0.00%
W/ 100 LF OF EXFILTRATION TRENCH
50 LF OF 24" HPPP @ 0.00%
78 LF OF 24" HPPP @ 0.00%
70 LF OF 24" HPPP @ 0.00%
19 LF OF 30" HPPP @ 1.28%
125 LF OF 30" HPPP @ 0.00%
117 LF OF 24" HPPP @ 0.00%
25 LF OF 24" HPPP @ 0.00%
23 LF OF 24" HPPP @ 0.00%
24 LF OF 24" HPPP @ 0.00%
17 LF OF 18" HPPP @ 0.58%
113 LF OF 18" HPPP @ 0.16%
18 LF OF 18" HPPP @ 0.55%
25 LF OF 18" HPPP @ 0.40%
29 LF OF 18" HPPP @ 0.34%
56 LF OF 24" HPPP @ 0.36%
78 LF OF 18" HPPP @ 0.13%
69 LF OF 18" HPPP @ 0.00%
DS-319 RIM: 15.50 INV: 10.00 W INV: 11.00 S INV: 10.00 E
DS-315 RIM: 15.50 INV: 11.00 SW INV: 10.00 E
DS-314 RIM: 15.50 INV: 11.00 S INV: 11.00 NE
DS-313 RIM: 15.50 INV: 11.00 S INV: 11.00 N
DS-312 RIM: 15.50 INV: 11.00 S INV: 11.00 N
DS-318 RIM: 15.50 INV: 11.00 S INV: 11.00 N
DS-317 RIM: 15.50 INV: 11.00 N INV: 11.00 S
DS-316 RIM: 15.50 INV: 11.00 N
DS-320 RIM: 15.50 INV: 10.00 W INV: 12.25 E
DS-305 RIM: 15.50 INV: 8.50 SW INV: 12.25 E
DS-311 RIM: 15.67 INV: 1.00 S INV: 11.00 E INV: 11.00 N
DS-310B RIM: 15.67 INV: 11.00 W INV: 11.00 E
DS-310 RIM: 15.67 INV: 11.00 W INV: 11.00 E
DS-309 RIM: 15.50 INV: 11.00 W INV: 11.00 E
DS-307 RIM: 15.50 INV: 11.00 W INV: 10.00 S INV: 10.00 E
DS-306 RIM: 15.50 INV: 10.00 W INV: 10.00 E
DS-304 RIM: 15.50 INV: 10.00 W INV: 10.00 S INV: 8.50 NE
DS-303 RIM: 15.50 INV: 10.00 E
DS-308 RIM: 18.58 INV: 10.00 N INV: 10.00 S
DS-302 RIM: 15.50 INV: 10.00 W INV: 10.00 S INV: 10.00 N
DS-204 RIM: 15.50 INV: 11.10 E INV: 11.10 W
DS-203 RIM: 15.55 INV: 11.30 E INV: 11.30 W
DS-202 RIM: 15.52 INV: 11.40 E INV: 11.40 W
DS-201 RIM: 15.62 INV: 11.50 W
DS-103 RIM: 15.50 INV: 11.30 E INV: 11.30 W
DS-104 RIM: 15.50 INV: 11.20 E INV: 11.20 W
DS-102 RIM: 15.52 INV: 10.00 N INV: 11.40 W
DS-301 RIM: 15.50 INV: 10.00 N
SANITARY LIFT STATION (RIM 17.86') N. INV. EL. 5.95' S. INV. EL. 8.21' BOTTOM = 0.00'
STORM INLET RIM EL. = 13.28' INV = 10.00 W INV = 9.21 N INV = 9.11 N
STORM MANHOLE RIM EL. = 15.32' INV = 13.90
STORM INLET RIM EL. = 15.35' INV = 13.82'
STORM INLET RIM EL. = 13.71'
24" STORM PIPE
18" STORM PIPE
30" STORM PIPE
24" STORM PIPE
24" STORM PIPE
24



TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
C-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
C-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
C-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
C-8	8'-0" Ø	10"	10"	2- W.W.M. w/ # 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

1 PRECAST CIRCULAR VALLEY INLET

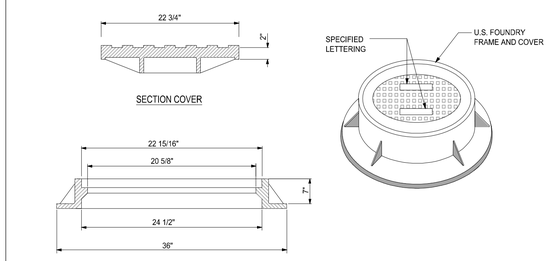
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
C-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
C-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 8" C.C.E.W.
C-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
C-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
C-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

2 PRECAST CONCRETE-TOP SLAB

SCALE: NONE

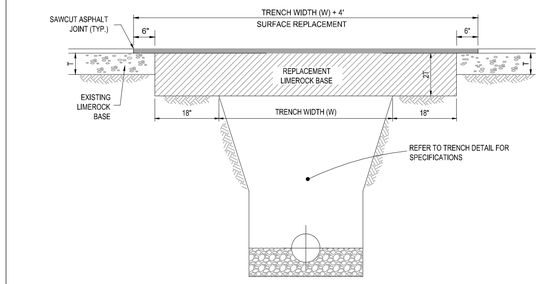


NOTE:

1. RING AND COVER TO BE TYPE U.S.F. No. 420-C

3 MANHOLE FRAME DETAIL

SCALE: NONE

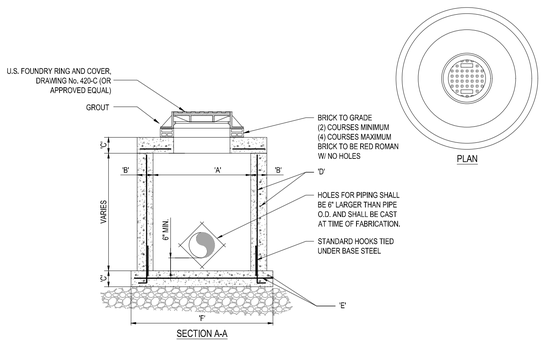


NOTES:

1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 8", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED PARALLEL TO OR PERPENDICULAR TO THE ROADWAY.
5. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED.
6. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE (MINIMUM 1" THICKNESS).
7. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS).
8. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.

4 PAVEMENT RESTORATION DETAIL

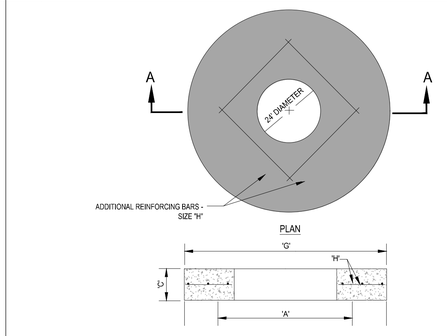
SCALE: NONE



TYPE	"A"	"B"	"C"	"D"	"E"	"F"
M-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
M-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
M-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
M-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
M-8	8'-0" Ø	10"	10"	2- W.W.M. w/ 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

5 PRECAST CIRCULAR DRAINAGE MANHOLE

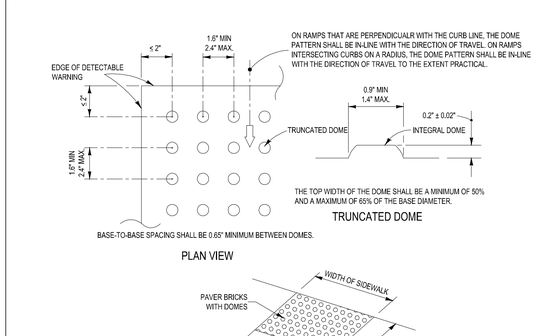
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
M-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
M-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 8" C.C.E.W.
M-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
M-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
M-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

6 PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES

SCALE: NONE

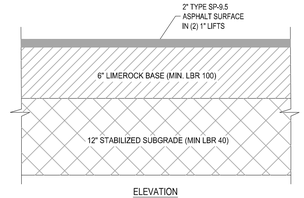


-ALL CURB RAMPS INCLUDING DETECTABLE WARNING SHALL BE CONSTRUCTED PER FDOT INDEX 304 LATEST EDITION
-ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 mm) FROM THE BACK OF CURB.

7 ADA RAMP DETECTABLE WARNING DETAIL

SCALE: NONE

Asphalt Pavement Area			
Pavement	2" x 0.44 / 1"	0.88	
Base	8" x 0.18 / 1"	1.44	
Subgrade	12" x 0.08 / 1"	0.96	
		3.28	3.28 > 2.5



8 STANDARD ASPHALT PAVEMENT DETAIL

SCALE: NONE

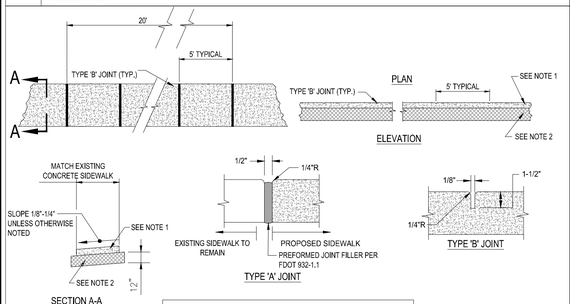


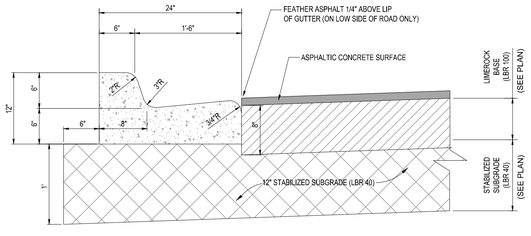
TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALK
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

NOTES:

1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6",
2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180. (12" THICKNESS)
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS, UNLESS OTHERWISE NOTED.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.

9 SIDEWALK DETAILS

SCALE: NONE

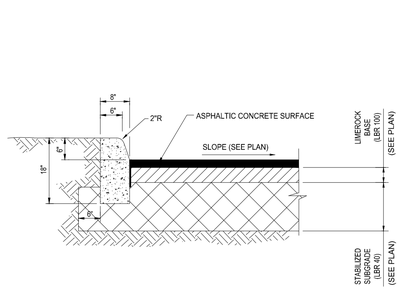


NOTE :

1. WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" INSTEAD OF 7 1/2",
2. REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS
3. LIMEROCK BASE SHALL BE COMPACTED TO A 98% MAX. DENSITY PER A.A.S.H.T.O. (T-180)

10 TYPE 'F' CURB & GUTTER DETAIL

SCALE: NONE

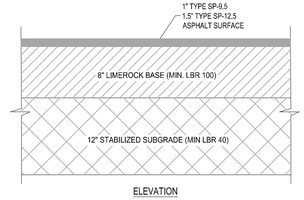


NOTE: CONTRACTOR TO ENSURE NO COLD JOINTS ARE CREATED DURING THE INSTALLATION PROCESS (GENERALLY HORIZONTAL), ANY CURB DETERMINED TO HAVE A COLD JOINT AFTER PLACEMENT SHALL BE REMOVED / REPLACED AT THE CONTRACTORS EXPENSE

11 CONCRETE CURB (TYPE 'D') DETAIL

SCALE: NONE

Asphalt Pavement Area			
Pavement	2.5" x 0.44 / 1"	1.10	
Base	8" x 0.18 / 1"	1.44	
Subgrade	12" x 0.08 / 1"	0.96	
		3.50	



12 HEAVY DUTY ASPHALT PAVEMENT DETAIL

SCALE: NONE

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100

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REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-PGD-DETAILS

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

BRANDON M. ULMER
No. 68345
PROFESSIONAL ENGINEER
STATE OF FLORIDA
November 3, 2023
FLORIDA LICENSE No. 58345
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF AUTHORIZATION No. 27528

SHEET TITLE:

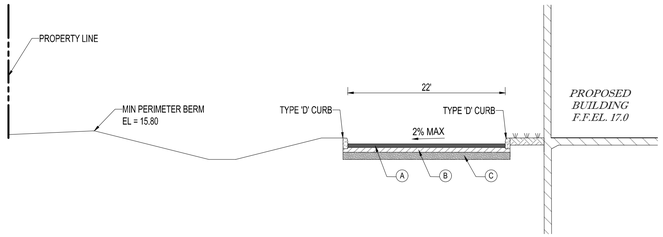
PGD DETAILS

SHEET NUMBER:

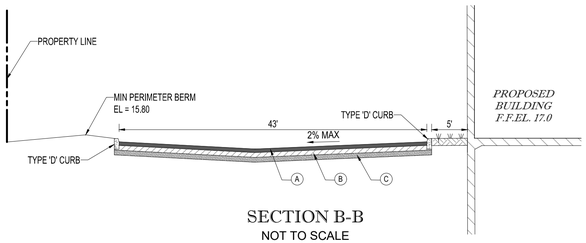
C-05

ELEVATIONS BASED ON NAVD '88

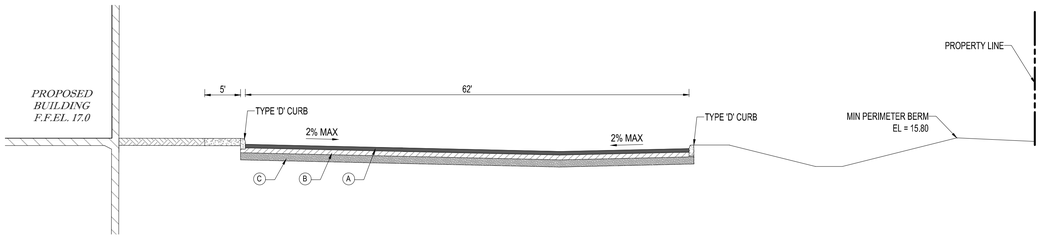
Printed on Friday, November 03, 2023, 9:02 AM by Brandon Ulmer — M:\JOBS\FJ\FJ230012-PGD-DETAILS\FJ230012-PGD-DETAILS.dwg



SECTION A-A
NOT TO SCALE



SECTION B-B
NOT TO SCALE



SECTION C-C
NOT TO SCALE

PAVEMENT LEGEND

(A) WEARING SURFACE
INSTALLATION OF THE 2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE . PARKING AREAS MAY PROVIDE (2) - 3/4" LIFTS.

(B) 8" LIME ROCK BASE
LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100) WITH ENGINEER'S APPROVAL. LIMEROCK SHALL EXTEND 12" BEYOND ASPHALT LIMITS.

(C) SUB-BASE: 12" STABILIZED SUB-BASE (LBR 100) COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180.
SUB-BASE SHALL EXTEND 12" BEYOND LIMEROCK / CONCRETE LIMITS.

(D) CONCRETE SIDEWALK:
4" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.

(E) COMPACTED SUB-BASE :
12" COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

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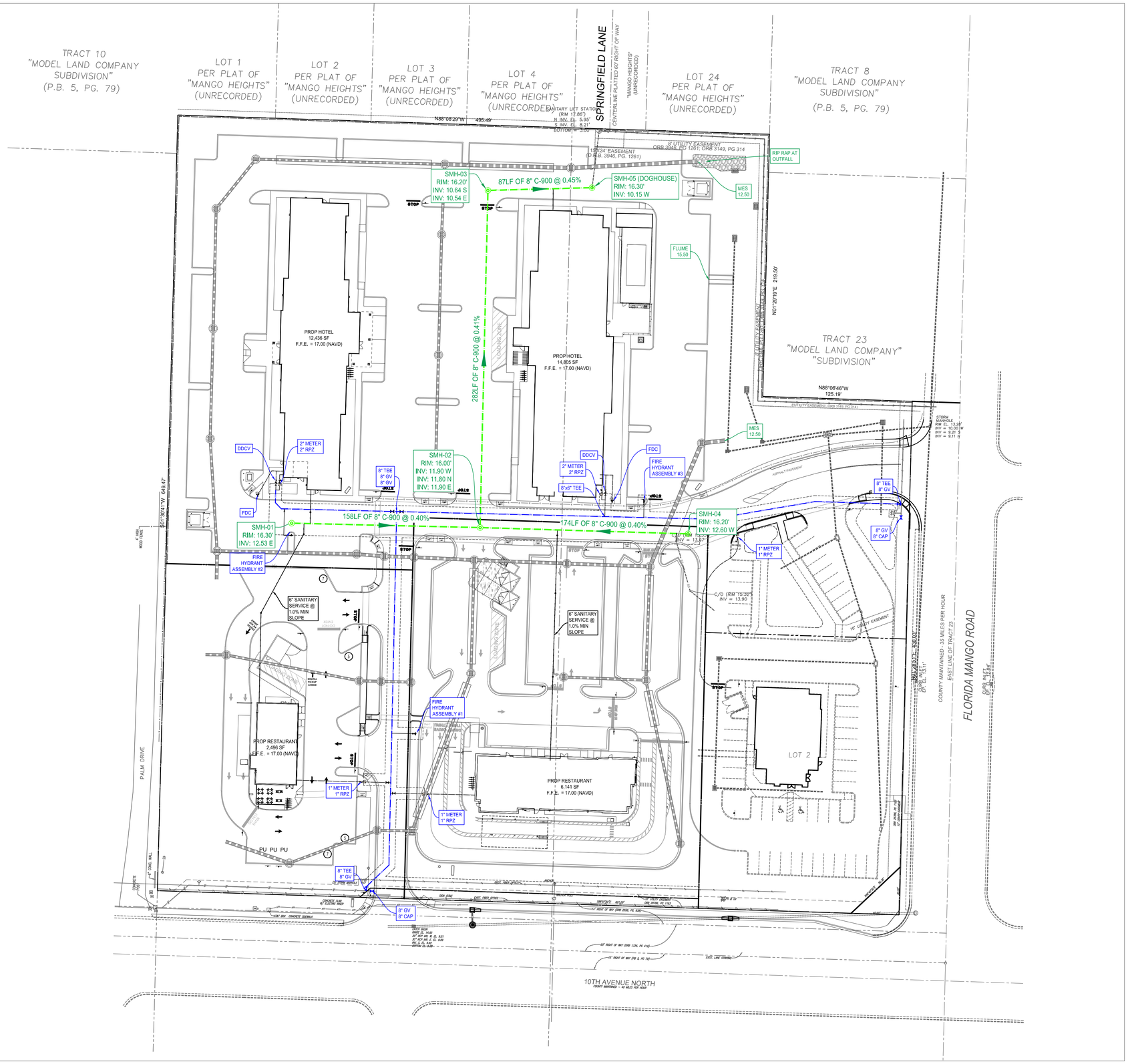

HATCH LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE
- PROPOSED ASPHALT PAVEMENT

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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REVISIONS:

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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY

PROJECT:

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10th AVE PARTNERSHIP

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November 3, 2023
FLORIDA LICENSE NO. 68345
FLORIDA BOARD OF PROF. ENGINEERS, DEPT. No. 27528

SHEET TITLE:

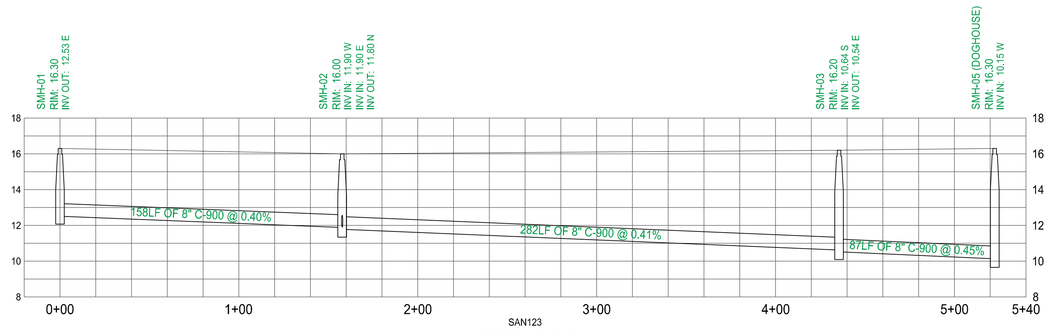
UTILITY PLAN

SHEET NUMBER:

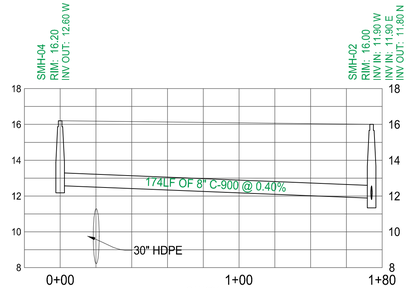
C-07

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:03 AM by Brandon Ulmer



SAN123
HORIZONTAL SCALE: 40
VERTICAL SCALE: 4



SAN224
HORIZONTAL SCALE: 40
VERTICAL SCALE: 4

THOMAS ENGINEERING GROUP
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REVISIONS:

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Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY-PROFILES

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

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November 3, 2023
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERTIFICATE No. 27528

SHEET TITLE:

UTILITY PROFILES

SHEET NUMBER:

C-08

ELEVATIONS BASED ON NAVD '88

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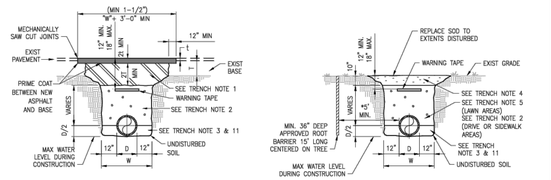


EXISTING PAVED AREAS

NON-PAVED AREAS

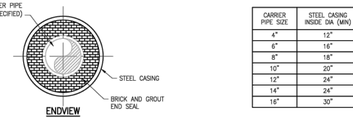
NOTES:

1. PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.

   BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12". BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2. FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
3. FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
4. NATURAL TOP SOIL GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
5. FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
6. EXCAVATIONS SHALL BE DEWATERED, WHERE APPLICABLE, TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
7. BEDDING AND BACKFILL MATERIAL SHALL BE AS SPECIFIED.
8. LIMEROCK BASE SHALL BE AS SPECIFIED.
9. TYPE S-III OR SP 9.5 ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
10. OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND "OSHA TRENCH EXCAVATION STANDARDS".
11. BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED LIMEROCK (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-180).
12. *ROOT BARRIER IS REQUIRED FOR APPROVED TREE INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
13. APPROVED MAGNETIC TAPE IS REQUIRED FOR : ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
14. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
15. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.

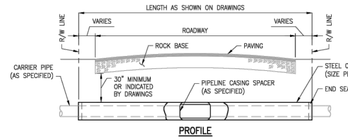
G01

TYPICAL UTILITY TRENCH BACKFILL AND BEDDING



ENDVIEW

CARRIER PIPE SIZE	STEEL CASING INSIDE DIA (MIN)	MINIMUM WALL THICKNESS
4"	12"	.250
6"	16"	.250
8"	18"	.250
10"	20"	.250
12"	24"	.250
14"	24"	.250
16"	30"	.250



PROFILE

NOTES:

1) CARRIER PIPE JOINTS SHALL BE RESTRAINED JOINTS AS SPECIFIED. RESTRAINED JOINT REQUIREMENT SHALL ALSO INCLUDE ALL PIPE JOINTS WITHIN 20 FEET OF THE END SEAL (MINIMUM).
2) JACK AND BORE CASING AND ACCESSORIES SHALL BE AS SPECIFIED.
3) INSTALLATION OF JACK AND BORE CASING ONLY ALLOWED PER VILLAGE AND ENGINEER'S APPROVAL.
4) A TO-SCALE PROFILE DRAWING FOR EACH UTILITY MAIN JACK AND BORE ARE REQUIRED. ALL RELEVANT DATA MUST BE SHOWN (LENGTH AND SIZE OF CASING, PIPE CONFLICTS, ELEVATIONS, ETC.).
5) THICKER WALL CASINGS AND LARGER COVER OVER CASING MAY BE REQUIRED BY THE RIGHT-OF-WAY AUTHORITY.
6) STEEL CASING SHALL BE COATED INSIDE AND OUTSIDE WITH COAL TAR EPOXY (MIN. 16 MILS DFT).
7) STEEL CASINGS SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION A139 (STRAIGHT SEAM PIPE ONLY) GRADE "B" WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.
8) STAINLESS STEEL CASING SPACER (CASCADE OR EQUAL).

G02

JACK AND BORE CASING INSTALLATION

GENERAL NOTES AND SPECIFICATIONS

PRE-CONSTRUCTION ACTIVITIES

A. A PRE-CONSTRUCTION CONFERENCE WITH THE VILLAGE, ENGINEER OF RECORD, AND CONTRACTOR SHALL BE HELD PRIOR TO BEGINNING OF UTILITY CONSTRUCTION.

B. SHOP DRAWINGS SHALL BE SUBMITTED AND APPROVED BY THE VILLAGE AND ENGINEER OF RECORD PRIOR TO UTILITY CONSTRUCTION INCLUDING: PRE-CONSTRUCTION VIDEO AND ALL MATERIALS BEING USED IN THE PROJECT.

INSPECTIONS

A. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO ANY REQUIRED INSPECTION OF THE CONSTRUCTION OF UTILITY IMPROVEMENT.

B. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD NO LATER THAN 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING SYSTEMS.

SHOP DRAWINGS

A. PRIOR TO UTILITY CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED/APPROVED BY THE ENGINEER OF RECORD INCLUDING BUT NOT LIMITED TO: PRE-CONSTRUCTION VIDEO, VALVES, FIRE HYDRANTS, TAPPING SLEEVES AND VALVES, CORPORATION STOPS, PIPING MATERIALS AND FITTINGS, MANHOLES AND MISCELLANEOUS ACCESSORIES, AS APPLICABLE.

MAINTENANCE OF TRAFFIC

A. TRAFFIC REGULATION

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.
2. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT STANDARD INDEX 600 SERIES, AND PALM BEACH COUNTY ENGINEERING – TRAFFIC.
3. ALL OPEN TRENCHES AND EXCAVATIONS ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
4. NO TRENCHES OR EXCAVATIONS NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS SHALL BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE VILLAGE OF PALM SPRINGS OR PALM BEACH COUNTY ENGINEERING DEPARTMENT.

PROJECT CLOSE-OUT

A. CLEANING UP

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR THOSE OF SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY ROADWAY OR DRIVEWAY, SIDEWALK, AND LANDSCAPE WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, SWALES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF CONTRACTORS OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

GENERAL

A. ALL CONSTRUCTION MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH VILLAGE DESIGN CRITERIA, SPECIFICATIONS, AND CONSTRUCTION STANDARDS.

B. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS OBTAINED FOR THE PROJECT.

C. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT.

D. ALL MATERIALS, COATINGS, AND CHEMICALS THAT CONTACT DRINKING WATER SHALL BE IN CONFORMANCE WITH ANSI/NSF STANDARD 61.

REFERENCE DATA

A. ALL ELEVATIONS SHALL BE REFERENCE TO NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.

EXISTING CONDITIONS

A. LOCATIONS, ELEVATIONS DIMENSIONS, AND MATERIAL OF EXISTING UTILITIES ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER UTILITIES IN THE PROJECT AREA. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, AND MATERIAL OF EXISTING UTILITIES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.

UTILITY COORDINATION

A. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL KNOWN UTILITIES LOCATED.

B. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE DISTRICT.

VERTICAL SEPARATION

A. FOR WATER MAINS CROSSING SEWERS, A MINIMUM OF 18-INCHES SHALL BE MAINTAINED FROM THE OUTSIDE OF WATER MAIN TO THE OUTSIDE OF SEWER MAIN. AT THE CROSSING, ONE FULL LENGTH OF WATER MAIN SHALL BE LAID IN SUCH A WAY THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER MAIN AS POSSIBLE.

B. FOR WATER MAINS CROSSING STORM SEWERS AND RECLAIMED WATER MAINS, A MINIMUM OF 12-INCHES SHALL BE MAINTAINED FROM THE OUTSIDE OF WATER MAIN TO THE OUTSIDE OF STORM SEWER RECLAIMED WATER MAIN. AT THE CROSSING, ONE FULL LENGTH OF WATER MAIN SHALL BE LAID IN SUCH A WAY THAT BOTH JOINTS WILL BE AS FAR FROM THE STORM SEWER OR RECLAIMED WATER MAIN AS POSSIBLE.

C. SANITARY SEWERS, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHERVER POSSIBLE.

D. WHERE IS NOT PRACTICAL TO MEET THESE PARAMETERS, SPECIFIC REQUIREMENTS FROM REGULATORY AGENCIES MUST BE FOLLOWED WITH PRIOR APPROVAL FROM THE VILLAGE.

DEWATERING AND EROSION CONTROL

A. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A DEWATERING PERMIT THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, SHOULD DEWATERING ACTIVITIES BE REQUIRED.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION, INSTALLATION MAINTENANCE AND SATISFACTORY OPERATION OF EROSION AND SEDIMENT CONTROL DEVICES/SYSTEMS IN ACCORDANCE WITH SFWMD REQUIREMENTS.

C. ANY DISCHARGE FOR DEWATERING ACTIVITIES SHALL BE FLITTERED AND CONVEYED TO A SEDIMENTATION BASIN IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLID TO OUTFALLS.

D. THE CONTRACTOR SHALL REMOVE THE DEWATERING, EROSION CONTROL, AND SEDIMENT CONTROL DEVICES/SYSTEMS AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN THE AREAS HAVE BEEN STABILIZED.

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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY-DETAILS

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
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FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

C-09

ELEVATIONS BASED ON NAVD '88

DESIGN: 2 - Design by	VERIFY SCALE					
DR: 3 - Drawn by	1" = 1"					
CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.					
APVD: 5 - Approved by		No.	DATE	REVISIONS	BY	APVD
				FINAL SUBMITTAL		

CONSULTANT

VILLAGE OF PALM SPRINGS
VILLAGE UTILITY STANDARDS UPDATED MAY 2019

STANDARD DETAILS GENERAL

DWG NO. 3 OF 46 — SHEET GEN-01
PROJ. NO. 400-080.00
DATE JULY 2, 2019

POTABLE WATER SYSTEM

POLYVINYL CHLORIDE (PVC) PIPE

A. PVC WATER MAIN 4-INCH TO 12-INCH DIAMETER SHALL BE DIMENSIONAL RATIO (DR)-18 MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900 (PRESSURE CLASS 150). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3139. PIPE AND FITTINGS MUST BE ASSEMBLED WITH NONTOXIC LUBRICANT. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN.

B. PVC WATER MAIN 14-INCH TO 20-INCH DIAMETER SHALL BE DR-18 MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AWWA C905 (PRESSURE TESTING 235). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3139. PIPE AND FITTINGS MUST BE ASSEMBLED WITH NONTOXIC LUBRICANT. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE.

C. CONNECTIONS FOR PIPE 2-INCH OR GREATER IN DIAMETER SHALL BE RUBBER COMPRESSION RING TYPE. PIPE SHALL BE EXTRUDED WITH INTEGRAL THICKENED WALL BELLS WITHOUT INCREASE IN DIMENSION RATIO (DR). RUBBER RING GASKETS SHALL CONSIST OF SYNTHETIC COMPOUNDS MEETING THE REQUIREMENTS OF ASTM DESIGNATION D869 AND SUITABLE FOR THE DESIGNATED SERVICE.

D. PUSH-ON JOINT RESTRAINS SHALL BE EBAA SERIES 1900 FOR C900 PIPE AND SERIES 1100HV FOR C905 PIPE.

E. FITTINGS: DUCTILE IRON FITTINGS SHALL BE USED ON ALL PVC C900 AND C905 MAINS. FITTINGS SHALL BE AS SPECIFIED BELOW.

DUCTILE IRON PIPE

A. DUCTILE IRON PIPE SHALL BE REQUIRED IN THE FOLLOWING CIRCUMSTANCES:

1. UNDERNEATH PAVED SURFACES.
2. FORCE MAINS 24-INCHES IN DIAMETER AND LARGER.
3. WITHIN 10-FEET OF WASTEWATER FACILITIES OR PIPES.
4. WITHIN 15-FEET OF BUILDINGS, CANALS OR LAKES.
5. CROSSINGS UNDER POTABLE WATER OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.
6. CROSSINGS OVER POTABLE OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.
7. CARRIER PIPE FOR JACK AND BORES (RESTRAINED JOINTS).
8. AERIAL CROSSINGS.
9. WITHIN 500 FEET OF GAS STATION OR UNDERGROUND FUEL STORAGE TANK, WITH EPDM OR VITON GASKETS.
10. DUCTILE IRON PIPE MAY BE MANDATED BY THE VILLAGE IN ANY INSTANCE OF OFF-SITE OR ON-SITE CONSTRUCTION WHERE FUTURE ABUSE TO THE LINE IS POSSIBLE DUE TO LOCATION OR CIRCUMSTANCES, EXTENSIVE LENGTH UNDER PAVEMENT, OR IN PRIVATE PROPERTY AWAY FROM COUNTY RIGHTS-OF-WAY.

DUCTILE IRON PIPE POTABLE WATER SYSTEM

A. DUCTILE IRON PIPE WATER MAIN: PIPE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.51, LATEST REVISIONS, AND UNLESS OTHERWISE NOTED HEREIN THIS SPECIFICATION OR THE DRAWINGS, ALL DUCTILE IRON PIPE SHALL BE AS FOLLOWS:

NOMINAL DIAMETER	MINIMUM PRESSURE CLASS	SPECIAL CASES THICKNESS CLASS
3" THRU 12"	350 PSI	–
14" THRU 24"	250 PSI	–
FLANGED PIPE (ALL DIAMETERS)	––	53 (MIN)

B. CEMENT: CEMENT FOR MORTAR LINING SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C104/A21.4, LATEST REVISION; PROVIDED THAT CEMENT FOR MORTAR LINING SHALL BE TYPE II OR V. FLY ASH OR POZZOLAN SHALL NOT BE USED AS A CEMENT REPLACEMENT.

C. PUSH-ON PIPE JOINTS (NON-RESTRAINED TYPE) SHALL BE "TASTITE" AS MANUFACTURED BY AMERICAN CAST IRON PIPE COMPANY, "TYTON" AS MANUFACTURED BY U.S. PIPE AND FOUNDRY, OR EQUAL. PUSH-ON JOINTS SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.

D. PUSH-ON JOINTS (RESTRAINED TYPE), 24-INCH AND SMALLER, SHALL USE "FAST-GRIP" GASKET SYSTEM BY AMERICAN CAST IRON PIPE COMPANY, "FIELD LOK" GASKET SYSTEM BY U.S. PIPE AND FOUNDRY, OR EQUAL.

E. BURIED PIPE SHALL HAVE SMOOTH DENSE EXTERIOR AND INTERIOR SURFACES AND SHALL BE FREE FROM FRACTURES. THE OUTSIDE COATING SHALL BE AN ASPHALTIC COATING AT LEAST 1 MIL THICK AND APPLIED TO THE PIPE AFTER LINING HAS BEEN PLACED. PAINT EXTERIOR OF PIPE BLUE ALONG THE ENTIRE LENGTH OF PIPE (3 STRIPES MINIMUM).

F. EXPOSED PIPING AND FITTINGS SHALL BE SHOP PRIMED WITH A CATALYZED RUST INHIBITIVE EPOXY PRIMER. MINIMUM DRY FILM THICKNESS SHALL BE 2-3 MILS. SURFACE PREPARATION SHALL BE WHITE METAL BLAST CLEANING IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL NO. 10 (SSPC-SP10). PRIMER SHALL BE COMPATIBLE FOR USE WITH FINAL COATINGS AS SPECIFIED.

DUCTILE IRON MECHANICAL JOINT (MJ) FITTINGS

A. MECHANICAL JOINT FITTINGS (3-INCH THROUGH 24-INCH) SHALL BE DUCTILE IRON COMPACT FITTINGS MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C153/A21.53, LATEST REVISION, WITH A PRESSURE RATING OF 350 PSI. FITTINGS SHALL HAVE MECHANICAL JOINTS IN ACCORDANCE WITH ANSI/AWWA C111/A21.11, LATEST REVISION.

B. FITTINGS SHALL BE COATED AND LINED AS SPECIFIED FOR THE APPLICABLE PIPE APPLICATION.

MECHANICAL JOINT RESTRAINTS

A. RESTRAINED MECHANICAL JOINTS SHALL BE UTILIZED FOR ALL FITTINGS AND VALVES.

B. RESTRAINT OF MECHANICAL JOINTS ON DUCTILE IRON PIPE SHALL BE ACCOMPLISHED BY USING A MEGALUG SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBAA IRON SALES, INC. OR EQUAL.

C. RESTRAINT OF MECHANICAL JOINTS ON PVC PIPE SHALL BE ACCOMPLISHED BY USING A MEGALUG SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBAA IRON SALES, INC. OR EQUAL.

D. MECHANICAL JOINTS FOR FITTINGS AND VALVES SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.

POLYETHYLENE TUBING

A. POLYETHYLENE TUBING SHALL ONLY BE USED FOR SERVICE CONNECTIONS, BLOW-OFFS, AND BACTERIOLOGICAL SAMPLE POINTS. POLYETHYLENE TUBING SHALL CONFORM TO ANSI/NSF61 AND AWWA C901 SUBJECT TO THE FOLLOWING CRITERIA: STANDARD CODE DESIGNATION PE4708, PIPE CLASS 200, AND DR 9 AND ASTM 3350 (UV PROTECTION).

B. TUBING SHALL BEAR IDENTIFYING MARKINGS, WHICH SHALL REMAIN LEGIBLE DURING NORMAL HANDLING, STORAGE, AND INSTALLATION, AND WHICH HAVE BEEN APPLIED IN A MANNER THAT WILL NOT REDUCE THE STRENGTH OF THE PRODUCT OR OTHERWISE DAMAGE THE TUBING. MARKING ON THE TUBE SHALL INCLUDE THE FOLLOWING AND SHALL BE APPLIED AT INTERVALS OF NOT MORE THAT 5 FEET: NOMINAL SIZE, MATERIAL CODE DESIGNATION, DIMENSION RATIO, PRESSURE CLASS, MANUFACTURER'S NAME OR TRADE MARK AND PRODUCTION RECORD CODE, AND SEAL (MARK) OF THE TESTING AGENCY THAT CERTIFIED THE SUITABILITY OF THE TUBING MATERIAL FOR POTABLE WATER PRODUCTS.

B. JOINTS POLYETHYLENE TUBING SHALL BE OF THE COMPRESSION TYPE UTILIZING A TOTALLY CONFINED GRIP SEAL AND COUPLING NUT. STAINLESS STEEL TUBE STIFFENER INSET SHALL ALSO BE USED FOR TUBING SERVICES.

C. ALL FITTINGS AND STOPS TO BE HIGH QUALITY WATER WORKS BRASS. NO PVC FITTINGS OR ADAPTERS WILL BE PERMITTED. FITTINGS SHALL BE BRASS EQUIPPED WITH COMPRESSION TYPE CONNECTORS.

VALVE BOXES

A. VALVE BOXES SHALL BE OF THE HEAVY DUTY TWO-PIECE ADJUSTABLE SCREW TYPE, CAST IRON, WITH 5-1/4-INCH SHAFT OF APPROPRIATE LENGTH FOR THE INSTALLATION. EXTENSION PIECES, IF REQUIRED, SHALL BE THE MANUFACTURER'S STANDARD TYPE. VALVE BOX TOPS SHALL HAVE RAISED LETTERS SAYING "WATER". BOXES IN TRAFFIC AREAS SHALL HAVE BOLT DOWN COVERS. VALVE BOXES SHALL BE AS MANUFACTURED BY TYLER UNION, OR EQUAL.

GATE VALVES 4" THROUGH 12"

A. RESILIENT-SEATED GATE VALVES MUST BE WEDGE TYPE CONFORMING TO ANSI/AWWA C509, LATEST REVISION, AND UL262 FOR 3-INCH AND LARGER BURIED SERVICE. RESILIENT-SEATED GATE VALVES, WEDGE-TYPE, SHALL HAVE A CAST OR DUCTILE IRON BODY AND BONNET, RUBBER-COATED CAST IRON DISC, MECHANICAL JOINT ENDS, NON-RISING STEM, O-RING SEALS, BRONZE STEM NUT, FLANGED BONNET AND 2-INCH SQUARE OPERATING NUT. ALL FERROUS SURFACES, INTERIOR AND EXTERIOR, SHALL RECEIVE A MINIMUM 8 MIL FUSION-BONDED EPOXY COATING CONFORMING TO AWWA C550, LATEST REVISION.

B. ALL VALVES MUST BE UL LISTED AND FM APPROVED. AWWA, UL-FM DESIGNATION MUST BE CAST INTO VALVE BODY.

C. BURIED VALVES SHALL HAVE MECHANICAL JOINT ENDS AND BE EQUIPPED WITH NON RISING STEMS AND 2-INCH SQUARE OPERATING NUTS.

D. EXPOSED VALVES SHALL HAVE FLANGED JOINT ENDS AND BE EQUIPPED WITH RISING STEMS WITH OUTSIDE STEM AND YOKE (OSY) OPERATION.

E. VALVES SHALL BE AS MANUFACTURED BY AMERICAN FLOW CONTROL, MUELLER OR CLOW.

BUTTERFLY VALVES (BFV)

A. VALVES SHALL BE CAST OR DUCTILE IRON BODY; ALLOY CAST IRON OR DUCTILE IRON DISC MEETING ASTM A126 OR A536; ONE PIECE STAINLESS STEEL SHAFT; SHORT OR LONG BODY TYPE; WITH THE VALVE CLASS, SHAFT SIZE, AND OTHER SPECIAL REQUIREMENTS SELECTED IN ACCORDANCE WITH THE SPECIFIC DESIGN; AND SHALL COMPLY WITH THE PROVISIONS OF ANSI/NSF61 AND AWWA C504, "RUBBER SEATED BUTTERFLY VALVES".

B. THE VALVE DISC SHALL BE CAST IRON OR DUCTILE IRON PER ASTMA126 OR A536. THE VALVE DISC OR VALVE BODY SHALL BE FITTED WITH A RESILIENT SEAT OF EPDM OR VITON. THE VALVE SEAT SHALL BE DESIGNED TO PROVIDE BUBBLE TIGHT SHUT OFF IN BOTH DIRECTIONS.

C. THE VALVE SHAFT BEARING SHALL BE TEFLON LINED WITH A NON METALLIC FIBERGLASS COMPOSITE BACKING AND SHALL BE PERMANENTLY LUBRICATED. THE BEARINGS SHALL BE SLEEVE TYPE BEARINGS CONTAINED IN THE BUSS OF THE VALVE BODY.

D. THE VALVE SHAFT SEAL SHALL BE SELF COMPENSATING V-TYPE PACKING WITH A MINIMUM OF FOUR SEALING RINGS. THE SHAFT SEAL SHALL BE OF A DESIGN ALLOWING REPLACEMENT OF SEALS WITHOUT REMOVING THE VALVE SHAFT.

E. METALLIC COMPONENTS (E.G. DOWELS, PINS, ETC.) SHALL BE 304 SERIES STAINLESS STEEL. BRASS, BRONZE, AND COPPER ALLOY MATERIALS ARE NOT ACCEPTABLE.

F. VALVES SHALL OPEN COUNTERCLOCKWISE. OPERATORS SHALL COMPLY WITH AWWA C504 WITH 2-INCH SQUARE OPERATING NUT. OPERATORS SHALL BE FULLY GASKETED AND GREASE PACKED TO WITHSTAND AND EXTERNAL WATER PRESSURE OF 10 PSI.

G. OPERATORS SHALL BE CAPABLE OF DEVELOPING TORQUE'S LISTED IN TABLE 1 OF AWWA C504 FOR CLASS 150B VALVES. VALVE OPERATORS FOR VALVES 24-INCH AND SMALLER SHALL BE TRAVELING NUT OR WORM GEAR TYPE FULLY FIELD ADJUSTABLE STOPS SO THE OPERATORS DOES NOT HAVE TO BE DISSEMBLED FOR VALVE SEAT ADJUSTMENT. VALVES LARGER THAN 24-INCH SHALL BE EQUIPPED WITH WORM GEAR TYPE OPERATORS.

H. BURIED VALVES SHALL HAVE MECHANICAL JOINTS ENDS AND BE EQUIPPED WITH 2-INCH SQUARE OPERATING NUTS. EXPOSED VALVES SHALL HAVE FLANGED JOINTS ENDS AND BE EQUIPPED WITH HAND WHEEL OPERATORS.

I. VALVES SHALL BE AS MANUFACTURED BY DEZURIK, PRATT, OR VALMATIC.

AIR

FLUSHING, TESTING, AND DISINFECTION

FLUSHING

A. UPON COMPLETION OF THE PIPE INSTALLATION FOR ANY SERVICE, THE MAINS SHALL BE CANNON FLUSHED TO REMOVE DIRT AND ANY OTHER FOREIGN MATTER BY ACHIEVING A MINIMUM VELOCITY OF 5 FEET PER SECOND ON PIPE SIZES UP TO AND INCLUDING 12-INCHES AND 2.5 FEET PER SECOND ON PIPE GREATER THAN 12-INCHES. THE DURATION OF THE FLUSHING SHALL BE SUFFICIENT TO PROVIDE A MINIMUM FLUSH VOLUME EQUAL TO THREE TIMES THE INTERNAL VOLUME OF THE PIPELINE BEING FLUSHED. TEMPORARY FITTINGS, PIPE, ETC. MAY BE USED TO FACILITATE CANNON FLUSHING.

1. PRIOR TO THE ACTUAL LINE FLUSHING OPERATION, THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF THE INTENDED WATER USE. NO FLUSHING SHALL TAKE PLACE WITHOUT A VILLAGE REPRESENTATIVE PRESENT.
2. FLUSHING WILL NOT BE SCHEDULED UNTIL THE VILLAGE HAS APPROVED PRELIMINARY RECORD DRAWINGS, UNLESS IT IS REQUIRED TO FACILITATE CONSTRUCTION OF WATER MAINS.
3. THE CONTRACTOR SHALL EXERCISE DUE CARE SO AS TO ENSURE THAT THE WATER USED IN FLUSHING DOES NOT CAUSE A NUISANCE OR INFLICT PROPERTY DAMAGE.

B. POLY-PIGGING (2X) IS REQUIRED FOR ALL WATER MAINS OR FORCE MAINS WHEN REQUESTED BY VILLAGE.

C. NO EXISTING VALVE SHALL BE OPERATED EXCEPT BY VILLAGE PERSONNEL.

HYDROSTATIC TESTING

WATER MAINS AND FORCE MAINS SHALL BE TESTED IN ACCORDANCE WITH ANSI/AWWA STANDARD C600 LATEST REVISION.

A. HYDROSTATIC TESTS:

1. AFTER A NEW WATER MAIN OR FORCE MAIN HAS BEEN LAID AND BACKFILLED, IT SHALL BE PUMPED TO A PRESSURE OF 150 PSI AND ALL VISIBLE LEAKS STOPPED BY APPROVED METHODS. DURING THE TEST, THE PRESSURE CANNOT DROP MORE THAN 2.5 PSI BELOW THE STARTING PRESSURE POINT.
2. A LEAKAGE TEST SHALL THEN BE CONDUCTED AT THE ABOVE MENTIONED PRESSURE AND NO INSTALLATION WILL BE ACCEPTABLE BY THE VILLAGE UNTIL THE LEAKAGE IS LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = (S \times DX \cdot \sqrt{P})/148,000$$

IN WHICH L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S IS THE LENGTH OF LINE IN FEET BEING TESTED; D IS THE NOMINAL DIAMETER OF THE PIPE IN INCHES; AND P IS THE AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST IN POUNDS PER SQUARE INCH. THE TEST IS USUALLY MAINTAINED FOR TWO HOURS BUT IT MAY BE CONTINUED FOR ONE ADDITIONAL HOUR IF IT BECOMES APPARENT THAT THE LEAKAGE IS EQUAL TO OR GREATER THAN THE AMOUNT ALLOWABLE. WATER SUPPLIED TO THE MAIN DURING THE TEST TO MAINTAIN THE REQUIRED PRESSURE SHALL BE MEASURED BY A 5/8-INCH METER INSTALLED ON THE DISCHARGE SIDE OF THE TEST PUMP, OR BY PUMPING FROM A CALIBRATED CONTAINER.

3. EACH SECTION OF MAIN BEING TESTED SHALL BE LIMITED TO A MAXIMUM LENGTH OF 1000-FEET. ANY QUESTIONS PERTAINING TO PROCEDURES USED DURING THE TEST SHALL BE DIRECTED TO THE VILLAGE.
4. NO ALLOWABLE LEAKAGE SHALL BE PERMITTED FOR FIRE HYDRANTS.

BACTERIOLOGICAL TESTS (CONTRACTOR PAYS TESTING LABORATORY):

1. AFTER THE WATER MAINS HAVE SATISFIED THE LEAKAGE TESTING REQUIREMENTS THEY SHALL BE FLUSHED THROUGH OPENINGS OF THE REQUIRED SIZE AS DETAILED IN ANSI/AWWA STANDARD C651 LATEST REVISION. THE MAIN SHALL THEN BE DISINFECTED IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE SECTIONS OF THE ABOVE NAMED AWWA STANDARD. ON MAIN BREAKS, CUT-INS, ETC. A LIBERAL APPLICATION OF SODIUM HYPOCHLORITE SHALL BE MADE; 50 PPM CHLORINE DURING A 24 HOUR PERIOD.
2. MAINS SHALL NOT BE PUT INTO DOMESTIC SERVICE UNTIL THE NECESSARY BACTERIOLOGICAL SAMPLES HAVE BEEN APPROVED BY THE APPLICABLE REGULATORY AGENCIES.

WATER SERVICE LINES

A. HYDROSTATIC TESTING

1. HYDROSTATIC TESTING OF WATER SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE TESTING OF THE LATERAL OR MAIN LINE. NO ADDITIONAL LEAKAGE ALLOWANCE WILL BE MADE FOR SERVICE LINES OR FIRE HYDRANTS.

B. DISINFECTION

1. DISINFECTION OF SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE DISINFECTION OF THE LATERAL OR MAIN LINE. SUFFICIENT SAMPLING POINTS SHALL BE TAKEN FROM SERVICE LINE CONNECTIONS TO ASSURE UNIFORM RESULTS THROUGHOUT THE SYSTEM BEING TESTED.

GRAVITY SEWER MAIN TESTING

A. GENERAL

1. THE CONTRACTOR SHALL PERFORM LOW-PRESSURE AIR TESTING, INFILTRATION TESTING, TELEVISION INSPECTED, AND ALIGNMENT AND DEFLECTION TESTING IN THE PRESENCE OF REPRESENTATIVES FROM THE VILLAGE AND DEVELOPERS' ENGINEER-OF-RECORD.
2. TESTING SHALL NOT PROCEED UNTIL FACILITIES HAVE BEEN BACKFILLED AND THE LAYING OF ROADWAY BASE IS COMPLETE.
3. PIPE TESTING SHALL CLOSELY FOLLOW PIPE LAYING. NO MORE THAN 1,000 FEET OF PIPE SHALL REMAIN UNTESTED AT ANY TIME.

B. AIR TESTING

1. LOW-PRESSURE AIR TESTING SHALL BE IN ACCORDANCE WITH ASTM F1417. THE EQUIPMENT USED SHALL BE SPECIFICALLY DESIGNED AND MANUFACTURED FOR TESTING PIPE LINES WITH LOW-PRESSURE AIR AND SHALL BE PROVIDED WITH AN AIR REGULATOR VALVE OR AIR SAFETY VALVE SET TO PREVENT THE AIR PRESSURE IN THE PIPE LINE FROM EXCEEDING 8 PSIG.
2. THE FOLLOWING LOW-PRESSURE AIR TESTING PROCEDURES SHALL BE USED:
   a. ISOLATE EACH SECTION OF THE GRAVITY WASTEWATER MAIN TO BE TESTED BETWEEN MANHOLES USING INFLATABLE AIR PLUGS THAT ARE SOLIDLY PLACED AT THE ENDS OF THE SECTION OF THE MAIN TO BE TESTED.
   b. INTRODUCE AIR PRESSURE SLOWLY TO APPROXIMATE 4 PSIG.
   c. DETERMINE THE GROUND WATER ELEVATION ABOVE THE SPRING LINE OF THE PIPE. FOR EVERY FOOT OF GROUNDWATER ABOVE THE SPRING LINE OF THE PIPE, INCREASE THE STARTING AIR TEST PRESSURE BY 0.43 PSIG. DO NOT INCREASE THE PRESSURE ABOVE 8 PSIG.
   d. ALLOW THE PRESSURE TO STABILIZE FOR AT LEAST 5 MINUTES. ADJUST THE PRESSURE TO 3.5 PSIG OR INCREASE THE PRESSURE AS DETERMINED ABOVE WHEN GROUNDWATER IS PRESENT.
   e. START THE TEST.
   f. DETERMINE THE TEST DURATION FOR EACH SEWER SECTION WITH A SINGLE PIPE SIZE. SEE TABLE 1, SHEET SPEC-16. DO NOT MAKE ALLOWANCES FOR LATERALS.
   g. RECORD THE DROP IN PRESSURE DURING THE TEST PERIOD. IF THE AIR PRESSURE HAS DROPPED MORE THAN 1.0 PSIG DURING THE TEST PERIOD, THE SECTION OF MAIN BEEN TESTED HAS FAILED. OTHERWISE, THE SECTION OF MAIN BEEN TESTED HAS PASSED.
   h. WHEN A SECTION OF MAIN FALLS THE TEST, THE SOURCE OF THE AIR LEAK SHALL BE DETERMINED, THE APPROPRIATE CORRECTIONS MADE, AND THE PIPE RETESTED.
   i. ALL TESTING RESULTS SHALL BE DOCUMENTED USING THE VILLAGE'S LOW PRESSURE AIR TEST FORM.
3. INFILTRATION: AFTER THE WORK IS COMPLETE, THE SEWERS OR SECTIONS SHALL BE TESTED FOR INFILTRATION. ANY SECTION IN WHICH INFILTRATION OF WATER IS DETECTED WILL BE REJECTED UNTIL CORRECTIVE WORK HAS BEEN PERFORMED. NO INFILTRATION WILL BE ALLOWED FOR ANY ONE TRUNK, MAIN, LATERAL, OR SEGMENT BETWEEN MANHOLES.

TELEVISION INSPECTION REPORT INFORMATION

A. MANHOLES: THE REPORT AND RECORDING SHALL START WITH ZERO (00+00) STATION NUMBERS AT EACH MANHOLE UPSTREAM AND END WITH THE STATION NUMBER AT THE NEXT DOWNSTREAM MANHOLE. IF AN INSPECTION HAS TO BE CONDUCTED STARTING AT THE DOWNSTREAM MANHOLE, A WRITTEN EXPLANATION MUST BE SUBMITTED TO THE INSPECTOR WITH THE REPORT AND RECORDING.

B. PIPE LINE: PROVIDE START AND END STATION NUMBERS FOR PIPE MATERIAL CHANGES.

C. TAPS: EACH TAP SHALL HAVE A STATION NUMBER SHOWN ON THE RECORDING AND COINCIDE WITH THE REPORT AND RECORD DRAWINGS. THE REPORT AND RECORDING SHALL INDICATE THE LOT NUMBER AND/OR ADDRESS THE TAP IS INTENDED TO SERVE.

D. DEAD-ENDS OR ABANDONMENTS: IF A FUTURE STUB, DEAN-END OR OBSTRUCTION CAUSE (NOT ENDING IN A MANHOLE), OR ABANDONMENT OF VIDEO DUE TO OBSTRUCTION ETC., A STILL IMAGE SHALL BE SHOWN ON THE REPORT AND RECORDING FOR INSPECTION. THE REPORT AND RECORDING SHALL INCLUDE AN EXPLANATION FOR WHAT IS SHOWN.

E. EXISTING SEWER SYSTEM: THE EXISTING SEWER SYSTEM MUST BE INSPECTED ANDSHOWN ON THE REPORT. THIS SHALL BE FROM THE TIE IN MANHOLE TO THE NEXT DOWNSTREAM MANHOLE. THE VILLAGE RESERVES THE RIGHT TO REQUEST ADDITIONAL TELEVISION INSPECTION INFORMATION OR REINSERTION TO INSURE AN ACCEPTABLE COMPLETION.

ALIGNMENT AND DEFLECTION

A. LINES SHALL SHOW FULL CIRCLE OF LIGHT WHEN LAMPED BETWEEN MANHOLES FOR LINE SECTIONS WITH COMPLETE PIPE REPLACEMENT.

1. DEFLECTION TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OFTHE SOIL-PIPE SYSTEM. A NINE POINT MANDREL SHALL BE PASSED THROUGH EACH NEW FLEXIBLE PIPE SECTION INSTALLED AFTER FULL BACKFILL HAS BEEN PLACED. THE MAXIMUM PIPE DIAMETER DEFLECTION SHALL NOT EXCEED 5%. A MECHANICAL PULLING DEVISE SHALL NOT BE USED TO CONDUCT DEFLECTION TESTS.

CONSTRUCTION TOLERANCES

A. THE FOLLOWING ARE THE ALLOWABLE LINE AND GRADE TOLERANCES FOR GRAVITY SEWER INSTALLATION AS IDENTIFIED BY THE AS-BUILT SURVEY AND TELEVISION INSPECTION REPORT. ANY PIPES OR MANHOLES SHALL BE RECONSTRUCTED OR REPLACED TO MEET THE ACCEPTANCE CRITERIA.

PIPE:

1. HORIZONTAL AND VERTICAL ALIGNMENT OF GRAVITY SEWER LINES SHALL NOT VARY FROM DESIGN LINE AND GRADE BY ANY POINT LONG THE PIPE BY MORE THAN 1% OF THE INSIDE DIAMETER OF THE PIPE OR 1/4-INCH, WHICHEVER IS LARGER.
2. THIS TOLERANCE IS ALLOWED FOR TRENCHED GRAVITY SEWER LINES ONLY IF THE DESIGN LINE AND GRADE ARE SUFFICIENT TO PREVENT BACKSLOPE WHEN TOLERANCE LIMITS ARE REACHED.
3. REVERSE SLOPE ON GRAVITY PIPE SHALL NOT BE ALLOWED AT ANY POINT ALONG THE PIPE.

MANHOLES

1. MANHOLE INVERT ELEVATIONS SHALL ADHERE TO THE TOLERANCES LISTED BELOW:

HORIZONTAL SEWER DEFLECTION ANGLE	MINIMUM INVERT DROP
0 TO 90 DEGREES: AVERAGE SLOPE BETWEEN INLET AND OUTLET PIPES	
10 TO 45 DEGREES: 0.05	
46 TO 90 DEGREES: 0.10	

2. ALL INVERT SLOPES SHALL BE POSITIVELY SLOPING DOWNSTREAM. STANDING WATER CAUSED BY A REVERSE SLOPE SHALL NOT BE ALLOWED.

TESTING BACKFILL

A. COMPACTION AND DENSITIES TESTING

METHODS OF CONTROL AND TESTING OF BACKFILL CONSTRUCTION TO BE EMPLOYED IN THIS WORK ARE:

1. MAXIMUM DENSITY OF ALL BACKFILL MATERIAL SHALL BE DETERMINED BY ASSHTO T-180 (ASTM D 1557).
2. LABORATORY AND FIELD DENSITY TESTS, WHICH, IN THE OPINION OF THE VILLAGE ARE NECESSARY TO ESTABLISH COMPLIANCE WITH THE COMPACTION REQUIREMENTS OF THESE SPECIFICATIONS, SHALL BE MADE AT SUCH DEPTHS AND LOCATIONS AS SELECTED BY THE VILLAGE.
3. TRENCH BACKFILL WHICH DOES NOT COMPLY WITH THE SPECIFIED DENSITIES, AS INDICATED BY SUCH TESTS, SHALL BE REWORKED AND RECOMPACTED UNTIL THE REQUIRED COMPACTION IS SECURED, AT NO ADDITIONAL COST TO THE VILLAGE.
4. THE FIRST TEST SHALL BE 12-INCH ABOVE THE TOP OF PIPE OR THE WATER TABLE, AND IN 6-INCH LIFTS THEREAFTER.

B. BACKFILL TESTING FEES SHALL BE PAID BY CONTRACTOR (TESTING LAB SHALL BE APPROVED BY VILLAGE).

VACUUM LINE TESTING – AIRVAC SUMP TESTING – 2-PIECE PITS

A. TWO SEPARATE SUMP TESTS SHALL BE PERFORMED. THE FIRST TEST SHALL BE DONE AFTER THE VALVE PIT BOTTOM HAS BEEN JOINED WITH THE COLLECTION SUMP BUT PRIOR TO ANY HOLES BEING FIELD CUT. THIS IS DONE TO TEST THE O-RING AND OVERALL WATER TIGHTNESS OF THE JOINT BETWEEN THESE TWO PARTS. THE SECOND TEST IS PERFORMED AFTER ALL HOLES IN THE SUMP HAVE BEEN FIELD CUT. GROMMETS AND STUB-OUT PIPES INSTALLED AND THE ENTIRE VALVE PIT ASSEMBLY INSTALLED IN THE GROUND. THIS TEST IS DONE TO TEST THE GROMMETS, THE STUB-OUTS AND THE OVERALL SUMP ASSEMBLY.

B. SUMP TESTING SHALL BE DONE AS FOLLOW:

1. ATTACH PROVIDED SUMP TEST ASSEMBLY ONTO THE END OF THE 3-INCH SUCTION PIPE INSIDE THE VALVE PIT WITH A 3-INCH NO-HUB OR FERNCO COUPLING AND PVC TEST CAP.
2. SECURE 1/8-INCH TUBING TO THE HIGH PORT ON A 0-50-INCH MANOMEHLIC GAUGE, AND THEN CONNECT THE OTHER END TO THE TUBING PORT ON THE PVC TEST CAP.
3. INSTALL A TEST PLUG IN THE SUMP BREATHER HOLE USING THE RUBBER SEAL PROVIDED. APPLY SILICONE SPRAY TO THE RUBBER SEAL BEFORE INSTALLATION. TURN 90 DEGREES TO MAKE A TIGHT SEAL.
4. PRESSURIZE THE COLLECTION SUMP THROUGH THE AIR CHUCK ON THE PVC TEST CAP.
5. TEST AT 40-INCH WATER GAUGE PRESSURE. LEAKAGE MUST BE UNDER 1-INCH WATER GAUGE IN ONE (1) MINUTE.
6. IF LEAK TEST FAILS THE CONTRACTOR MUST LOCATE THE LEAK, REPAIR IT AND RETEST.

VACUUM LINE TESTING – DAILY TESTING

A. A TWO (2) HOUR VACUUM TIGHTNESS TEST OF ALL SEWER MAINS AND LATERAL CONNECTIONS SHALL BE CONDUCTED DAILY AS FOLLOWS:

1. PLUG ALL OPEN CONNECTIONS WITH RUBBER STOPPERS OR TEMPORARY CAPS, FITTER TO THE PIPE BY "NO-HUB" COUPLINGS.
2. APPLY A VACUUM TO 22 INCHES Hg TO THE PIPES AND ALLOW THE PRESSURE TO STABILIZE FOR 15 MINUTES.
3. THERE SHALL BE NO LOSS IN VACUUM IN EXCESS TO 1% PER HOUR FOR A TWO HOUR TEST PERIOD.
4. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO BE ADMITTED INTO THE PIPING NETWORK DURING THIS TEST.
5. AS PIPE IS LAID THE NEW SECTION SHALL BE TESTED IN ADDITION TO THE PREVIOUSLY LAID PIPE ON THAT MAIN.

B. IF THE CONTRACTOR SUCCESSFULLY PASSES THE DAILY TWO HOUR TEST FOR SEVEN (7) CONSECUTIVE WORKING DAYS OR TWO THOUSAND (2,000) FEET OF PIPE, A REQUEST TO MODIFY THE TEST PROCEDURES MAY BE MADE TO THE ENGINEER. IF SO APPROVED BY THE ENGINEER, THE DAILY TWO (2) HOUR VACUUM TEST PROCEDURE MAY BE MODIFIED AS FOLLOWS:

1. THE PROCEDURE MAY BE ALTERED TO ALLOW THE TRENCH TO BE COVERED AS WORK PROGRESSES RATHER THAN BEING KEPT OPEN ALL DAY AS IN THE NORM WITH TWO HOUR TEST.
2. SHOULD A LINE FAIL THE VACUUM TEST WHILE UTILIZING THIS TEST MODIFICATION, THE CONTRACTOR SHALL TAKE WHATEVER ACTION NECESSARY AT HIS OWN EXPENSE TO SUCCESSFULLY PASS THE TEST INCLUDING THE RE-EXCAVATION OF THE TRENCH, LEAK DETECTION, LINE REPAIR, AND ADDITIONAL CLEANUP AS REQUIRED BY ENGINEER.
3. AFTER A FAILURE, THE CONTRACTOR MUST RETURN TO THE STANDARD TESTING PROCEDURES IN ORDER TO "RE-QUALIFY" FOR THE MODIFIED TESTING AGAIN.

FLUSHING, TESTING, AND DISINFECTION (CONTINUED)

4. THIS TEST MODIFICATION IS OPTIONAL, AS SUCH, THE CONTRACTOR ASSUMES ALL LIABILITY IN ITS USED, EVEN IF APPROVED BY THE ENGINEER.

VACUUM LINE TESTING – FINAL ACCEPTANCE TEST

A. A FOUR (4) HOUR VACUUM TIGHTNESS TEST OF THE COMPLETE VACUUM PIPING NETWORK, INCLUDING ALL SEWER MAINS AND LATERAL CONNECTIONS SHALL BE CONDUCTED AS FOLLOWS:

1. SUBJECT THE ENTIRE SEWAGE SYSTEM TO A VACUUM OF 22 INCHES Hg, ALLOW STABILIZATION FOR 15 MINUTES.
2. THERE SHALL BE NO LOSS GREATER THAN 1% PER HOUR OVER A FOUR (4) HOUR TEST PERIOD.
3. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO ENTER THE PIPING SYSTEM OR THE VACUUM STATION DURING THIS TEST.

B. CONTRACTOR TO PROVIDE 48 HOURS NOTICE TO ENGINEER PRIOR TO TEST.

C. CONTRACTOR TO ASSURE ALL DIVISION VALVES ARE OPEN PRIOR TO BEGINNING OF FINAL ACCEPTANCE TEST.

D. FINAL ACCEPTANCE TEST SHALL BE RECORDED ON APPROVED VACUUM CHART RECORDER. THIS CHART WILL NOT BE CONSIDERED VALID UNLESS WITNESSED BY ENGINEER ON TEST EQUIPMENT AT BEGINNING AND THE END OF VACUUM TEST PERIOD.

E. ENGINEER WILL SIGN AND DATE CHART TO VERIFY WITNESS OF TEST. THIS SIGNATURE DOES NOT INDICATE ACCEPTANCE OF THE SYSTEM.

VACUUM LINE FLUSHING

A. AFTER SUCCESSFUL FINAL FOUR (4) HOUR ACCEPTANCE TESTING, FLUSH LINES TO REMOVE DEBRIS AND FOREIGN MATERIALS THAT ACCUMULATED DURING CONSTRUCTION.

B. SUGGESTED PROCEDURE IN THE ABSENCE OF SPECIAL TEST APPARATUS, THIS PROCEDURE WILL REQUIRE THE USE OF VACUUM VALVES, WHICH MUST BE INSTALLED BY THE CONTRACTOR.

1. PLACE SYSTEM UNDER VACUUM.
2. ADD WATER AND AIR IN CONTROLLED AMOUNTS TO VALVE PITS AT EXTREME ENDS OF THE SYSTEM.
3. UTILIZE SYSTEM VACUUM TO TRANSPORT WATER AND DEBRIS TO COLLECTION POINT.
4. CONTINUE PROCEDURE UNTIL WATER ENTERING AT COLLECTION POINT IS FREE OF CONTAMINATION OR DEBRIS.
5. IF THE VACUUM COLLECTION TANK IS USED AS THE COLLECTION POINT, MONITOR VOLUME OF LIQUID IN TANK AND PUMP OUT AS NECESSARY.
6. USE SYSTEM SEWAGE PUMPS ONLY AFTER VERIFYING THAT NO DEBRIS IS PRESENT IN COLLECTION TANK.
7. IF DEBRIS IS PRESENT, USE OTHER METHODS TO EMPTY COLLECTION TANK.
8. AT COMPLETION OF FLUSHING, CLEAN COLLECTION TANK OF ALL COLLECTED DEBRIS.
9. SEAL SYSTEM AND MAKE READY TO PLACE INTO OPERATION.

C. ALTERNATE FLUSHING PROCEDURE SUBJECT TO ENGINEER'S REVIEW AND APPROVAL.

FINAL SYSTEM TESTING

A. AFTER ACCEPTANCE TESTING, FINAL SYSTEM TESTING SHALL BE COMPLETED TO ENSURE THAT THE SYSTEM OPERATES AT THE DESIGN CONDITIONS. FINAL SYSTEM TESTING CAN BE DONE AT THE SAME TIME AS LINE FLUSHING IF APPROVED BY THE ENGINEER

B. VACUUM PUMP STATION AND CONNECTING VACUUM MAINS FROM THE PHASE TO THE STATION MUST BE IN OPERATION PRIOR TO FINAL SYSTEM TESTING.

C. SUGGESTED PROCEDURE:

1. PLACE SYSTEM UNDER VACUUM.
2. THE DESIGN LIQUID FLOW RATE EVENLY DISTRIBUTED AT THE EXTREME ENDS OF THE SYSTEM. THE VACUUM VALVE DOES NOT NEED TO BE INSTALLED TO COMPLETE THIS. WATER ADDED TO THE SYSTEM MUST BE METERED AT EACH LOCATION WHERE THE WATER IS ADDED.
3. ADD WATER AT THE DESIGN LIQUID FLOW RATE EVENLY DISTRIBUTED AT THE EXTREME ENDS OF THE SYSTEM. THE VACUUM VALVE DOES NOT NEED TO BE INSTALLED TO COMPLETE THIS. WATER ADDED TO THE SYSTEM MUST BE METERED AT EACH LOCATION WHERE THE WATER IS ADDED.
4. MEASURE THE WATER AT THE VACUUM PUMP STATION TO ENSURE THAT IT IS EQUAL TO THE WATER BEING INTRODUCED INTO THE SYSTEM.
5. SEAL SYSTEM AND MAKE READY TO PLACE INTO OPERATION.

TABLE 1 – MINIMUM TIME REQUIRED FOR A 1.0 PSI PRESSURE DROP

PIPE. DIAM.	MIN TIME	LENGTH FOR MIN TIME	TIME FOR LONGER LENGTHS	SPECIFICATION TIME FOR LENGTH (L) SHOWN (MIN.S)						
(IN)	(MIN.S)	(FT)	(S)	100 FT	150 FT	200 FT	250 FT	300 FT	350 FT	400 FT	450 FT
4	3:36	597	0.360L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854L	5:40	5:40	5:40	5:40	5:40	5:42	5:42	6:24
8	7:34	298	1.520L	7:34	7:34	7:34	7:34	7:36	10:08	10:08	11:24
10	9:26	239	2.374L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.234L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470L	19:50	26:10	35:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852L	43:05	64:38	86:10	17:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS · PROJECT MANAGERS · LAND PLANNING · LANDSCAPE ARCHITECTS
1902 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
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6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY-DETAILS

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP

840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

BRANDON M. ULMER — No. 68345 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
November 3, 2023
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

C-10

ELEVATIONS BASED ON NAVD '88

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DESIGN: 2 - Design by	VERIFY SCALE
DR: 3 - Drawn by	
CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.
APVD: 5 - Approved by	

FINAL SUBMITTAL

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

VILLAGE OF PALM SPRINGS
VILLAGE UTILITY STANDARDS UPDATED MAY 2019

SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION

DWG NO. 19 OF 46 — SHEET SPEC-15 — PROJ. NO. 400-080.00 — DATE JULY 2, 2019

FINAL SUBMITTAL

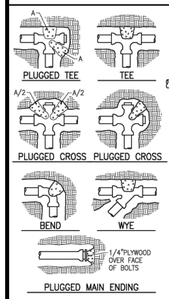
No.	DATE	REVISIONS	BY	APVD

CONSULTANT

VILLAGE OF PALM SPRINGS
VILLAGE UTILITY STANDARDS UPDATED MAY 2019

SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION

DWG NO. 20 OF 46 — SHEET SPEC-16 — PROJ. NO. 400-080.00 — DATE JULY 2, 2019



GALV RESTRAINING RODS (FOR FITTINGS 4"-12" USE #6 RODS EMBEDDED 30") (FOR FITTINGS 14"-16"USE #8 RODS EMBEDDED 36")

VOLUME OF THRUST BLOCKS FOR VERTICAL BENDS IN CUBIC YARDS

FITTING SIZE	BENDS 11-1/4°	22-1/2°	45°
4"	0.2	0.4	1.1
6"	0.4	1.0	2.7
8"	0.6	1.5	4.0
10"	0.9	2.3	6.0
12"	1.3	3.2	8.5
14"	1.8	4.3	11.5
16"	2.3	5.6	14.8

BEARING AREA OF THRUST BLOCKS IN SQ.FT. (HORIZONTAL FITTINGS)

FITTING SIZE	BENDS 11-1/4°	22-1/2°	45°	TEE,WYE, PLUG OR CAP	TEE (PLUGGED RUN) A1	TEE (PLUGGED RUN) A2	90 BEND OR PLUGGED CROSS
4"				1.0	1.0	1.9	1.4
6"		1.0	1.6	2.1	4.3	3.0	3.0
8"	1.0	1.5	2.9	3.8	7.6	5.4	5.3
10"	1.2	2.4	4.6	5.9	11.8	8.4	8.4
12"	1.7	3.4	6.6	8.5	17.0	12.0	12.0
14"	2.3	4.6	8.9	11.5	23.0	16.3	16.3
16"	3.0	6.0	11.6	15.0	30.0	21.3	21.3
18"	3.8	7.6	14.6	19.0	38.0	27.0	27.0
20"	4.7	9.4	18.1	23.5	47.0	33.3	33.3
24"	6.8	13.6	26.2	34.0	68.0	48.0	48.0

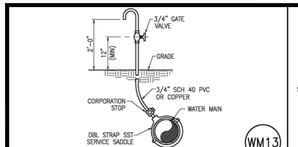
(THRUST BLOCKS ALLOWED AT LOCATIONS SHOWN ON DRAWINGS ONLY)

THRUST BLOCK NOTES AND DETAILS — WM01

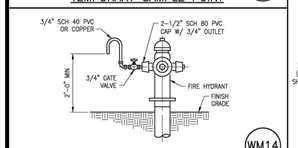
THRUST BLOCK NOTES

1) MECHANICAL RESTRAINS ONLY SHALL BE USED AT THE FITTINGS AND VALVES. THRUST BLOCKS SHALL ONLY BE USED IN RARE CASES WHERE MECHANICAL RESTRAINS ARE NOT PRACTICAL WITH APPROVAL FROM THE VILLAGE.
2) REQUIRED VOLUMES OR BEARING AREAS INDICATED AT FITTINGS ARE BASED UPON TEST PRESSURES OF 150 PSIG, 2,000 LBS/SF ALLOWABLE SOIL BEARING STRESS AND THE WEIGHT OF CONCRETE EQUAL TO 4050 LBS/CY.
3) BEARING AREAS OF THRUST BLOCKS SHALL NOT BE LESS THAN 1.0 SF.
4) KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES AND WRAP THE FITTING WITH VISQUEEN PRIOR TO PLACING CONCRETE.
5) BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON DRAWINGS SHALL TAKE PRECEDENCE OVER THIS STANDARD.
6) THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS HORIZONTAL BENDS.
7) COMPUTE BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS AT DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES WITH THE FOLLOWING EQUATION:
   BEARING AREA = (REQUIRED TEST PRESSURE/150 X (2,000/ACTUAL SOIL BEARING STRESS) X (TABLE VALUE)
8) COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:
   VOLUME = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

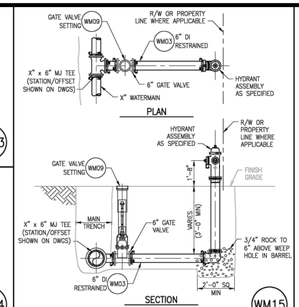
DUCTILE IRON THRU



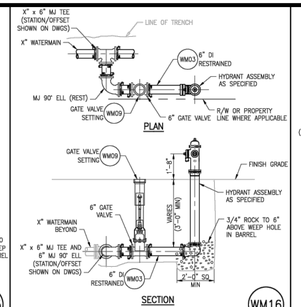
TEMPORARY SAMPLE POINT — WM13



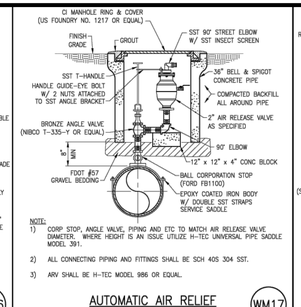
SAMPLE POINT (FIRE HYDRANT) — WM14



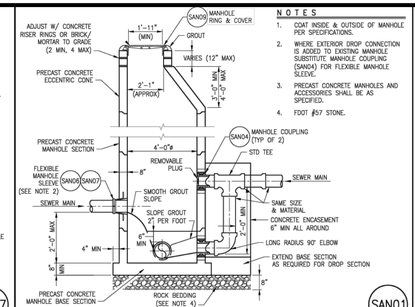
FIRE HYDRANT (STANDARD) — WM15



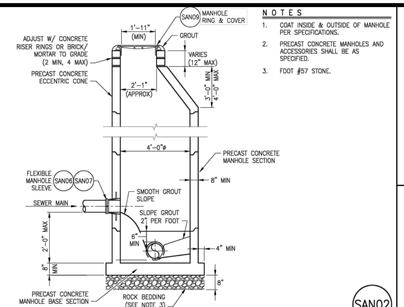
FIRE HYDRANT (PARALLEL) — WM16



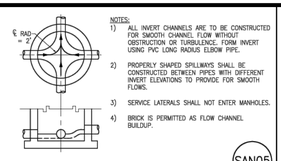
AUTOMATIC AIR RELIEF (MOUNT ABOVE PIPE) — WM17



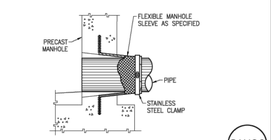
SANITARY SEWER MANHOLE W/ EXTERIOR DROP — SAN01



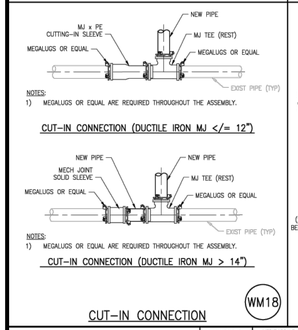
SANITARY SEWER MANHOLE DEPTH > 6-FT — SAN02



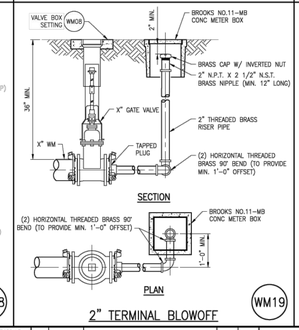
MANHOLE INVERT FLOW CHANNELS — SAN05



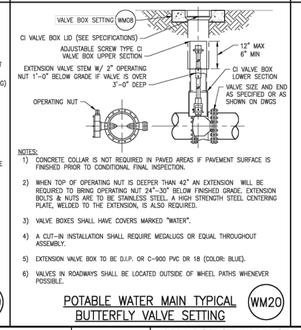
FLEXIBLE MANHOLE COUPLING — SAN06



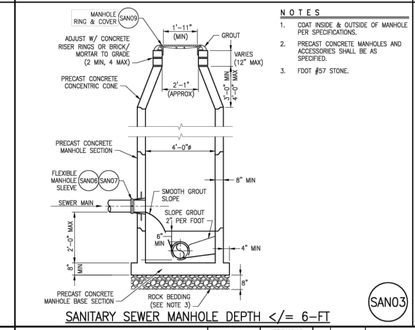
CUT-IN CONNECTION — WM18



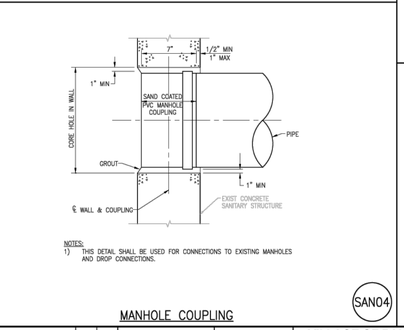
2" TERMINAL BLOWOFF — WM19



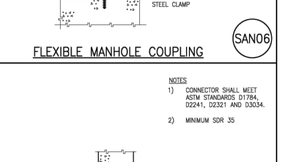
POTABLE WATER MAIN TYPICAL BUTTERFLY VALVE SETTING — WM20



SANITARY SEWER MANHOLE DEPTH </= 6-FT — SAN03

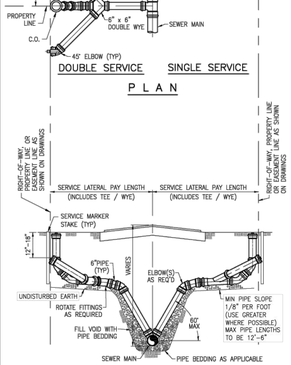


MANHOLE COUPLING — SAN04

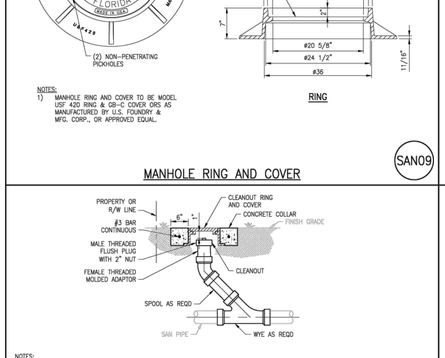


WEDGE KORBAND ALTERNATE FLEXIBLE MANHOLE CONNECTOR — SAN07

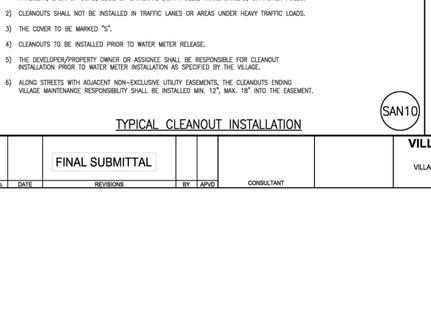
DSGN: 2- Design by	VERIFY SCALE							VILLAGE OF PALM SPRINGS	STANDARD DETAILS - WATER DISTRIBUTION	DWG NO. 23	SHEET WM-03
DR: 3 - Drawn by	1"							VILLAGE UTILITY STANDARDS UPDATED MAY 2019		OF 46	PROJ. NO. 400-080.00
CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.									DATE	JULY 2, 2019
APVD: 5 - Approved by		No.	DATE	REVISIONS	BY	APVD	CONSULTANT				
				FINAL SUBMITTAL							



SERVICE LATERALS WITH RISERS — SAN08



MANHOLE RING AND COVER — SAN09



TYPICAL CLEANOUT INSTALLATION — SAN10

DSGN: 2- Design by	VERIFY SCALE							VILLAGE OF PALM SPRINGS	STANDARD DETAILS - WASTEWASTER COLLECTION	DWG NO. 23	SHEET SAN-02
DR: 3 - Drawn by	1"							VILLAGE UTILITY STANDARDS UPDATED MAY 2019		OF 46	PROJ. NO. 400-080.00
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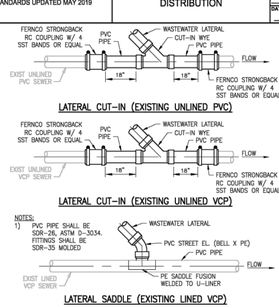
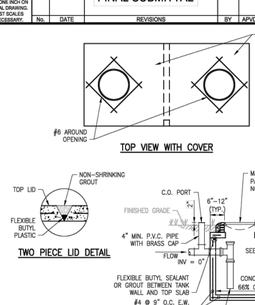
APVD: 5 - Approved by		No.	DATE	REVISIONS	BY	APVD	CONSULTANT				
				FINAL SUBMITTAL							



SANITARY SEWER LATERAL CUT-IN — SAN11



MISC-01

MISC-02

DSGN: 2- Design by	VERIFY SCALE							VILLAGE OF PALM SPRINGS	MISCELLANEOUS DETAILS	DWG NO. 46	SHEET MISC-01
DR: 3 - Drawn by	1"							VILLAGE UTILITY STANDARDS UPDATED MAY 2019		OF 46	PROJ. NO. 400-080.00
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				FINAL SUBMITTAL							

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PROJECT No.: FJ230012
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ230012-UTILITY-DETAILS

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

VILLAGE COLLECTION OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
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BRANDON M. ULMER — No. 68345 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
November 3, 2023
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

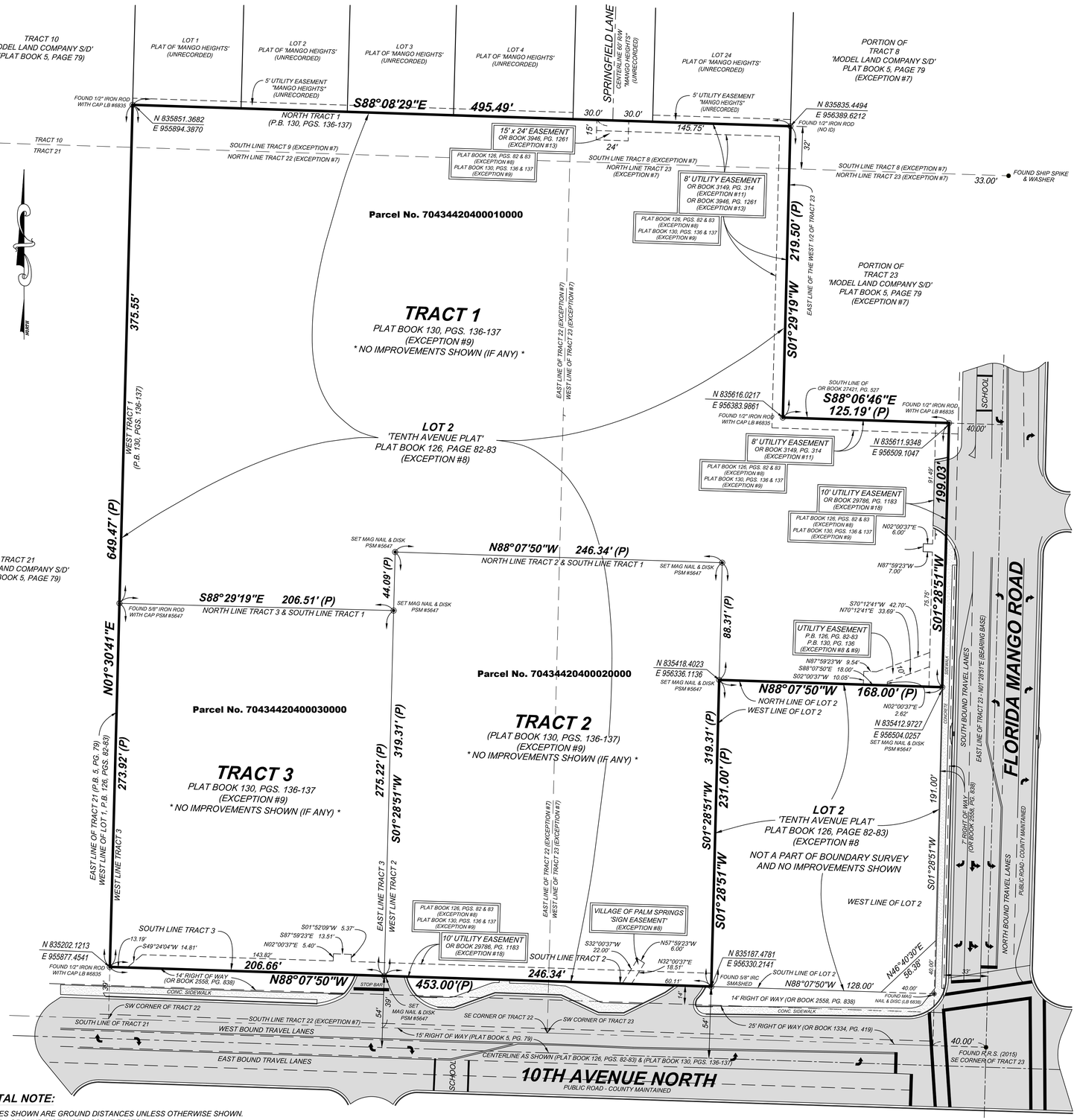
C-11

ELEVATIONS BASED ON NAVD '88

Printed on Friday, November 03, 2023, 9:03 AM by Brandon Ulmer

BOUNDARY SURVEY

TRACTS 1, 2 AND 3 - TENTH AVENUE REPLAT
VILLAGE OF PALM SPRINGS, FLORIDA
SECTION 20 - TOWNSHIP 44 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA



LEGAL DESCRIPTION:

TRACTS 1, 2 AND 3, TENTH AVENUE REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGE(S) 136 AND 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATIONS:

1. PALM BEACH COUNTY
2. TRIDENT TITLE, A DIVISION OF LANDCASTLE TITLE GROUP, LLC
3. COMMONWEALTH LAND TITLE INSURANCE COMPANY

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
4. THE BEARING BASE OF THIS BOUNDARY SURVEY IS ALONG THE CENTERLINE OF FLORIDA MANGO ROAD AND THE EAST LINE OF TRACT 23 AS SHOWN ON THE ATTACHED SURVEY MAP. (N01°28'51"E)
5. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THE EXPECTED USE FOR THIS SURVEY AND MAP IS FOR COMMERCIAL PURPOSES.
8. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET.
9. NO IMPROVEMENTS (IF ANY) SHOWN ON THE SUBJECT PROPERTY OR LOT 2 OF TENTH AVENUE PLAT (EXISTING 'CHASE BANK'). THIS WAS PER CLIENTS REQUEST AND CONTRACTUAL AGREEMENT.

FLOOD ZONE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12099C0589F (VILLAGE OF PALM SPRINGS 120223), DATED OCTOBER 5, 2017.

TITLE REVIEW:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER PG582307257, COMMITMENT DATE: 7/10/2023 AT: 8:00 PM. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE COMMITMENT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

SCHEDULE B - SECTION II

1. - 6. STANDARD EXCEPTIONS, NOT ADDRESSED.

7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, RECORDED IN PLAT BOOK 5, PAGE 79. - AFFECTS THE SUBJECT AS TO PROPERTY AS TO PORTIONS OF PLATTED TRACTS AS SHOWN WITH NO PLOTTABLE EASEMENTS.

8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE PLAT, RECORDED IN PLAT BOOK 126, PAGE 82 AND 83, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

9. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE REPLAT, RECORDED IN PLAT BOOK 130, PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP

10. INTENTIONALLY DELETED.

11. GRANT OF UTILITY EASEMENT IN FAVOR OF VILLAGE OF PALM SPRINGS, FLORIDA , RECORDED OCTOBER 4, 1978 IN OFFICIAL RECORD BOOK 3149, PAGE 314. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

12. RIGHT OF WAY FOR 10TH AVENUE NORTH AND FLORIDA-MANGO ROAD, AS NOW ESTABLISHED, LAID OUT AND IN USE. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP. NOTE: RIGHT OF WAYS SHOWN ARE PER INSTRUMENTS SHOWN ON PLAT BOOK 126, PAGES 82 AND 83; PLAT BOOK 130, PAGES 136 AND 137.

13. DEDICATION AGREEMENT AND EASEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA, RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1263, TOGETHER WITH BILL OF SALE RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1261. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

14. RESERVATIONS IN FAVOR OF HEALTH CARE DISTRICT OF PALM BEACH COUNTY, OF AN UNDIVIDED THREE-FOURTHS INTEREST IN AND TO ALL PHOSPHATES, MINERALS AND METALS, TOGETHER WITH AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL PETROLEUM, IN, ON OR UNDER THE SURFACE OF THE INSURED LAND, AS CONTAINED IN THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 27925, PAGE 1152, CREATED PURSUANT TO SECTION 270.11, FLORIDA STATUTES. THE RIGHT OF ENTRY FOR MINING, DRILLING AND EXPLORATION HAS BEEN RELEASED PURSUANT TO SECTION 270.11(2)(B), FLORIDA STATUTES. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE, BLANKET IN NATURE.

15. INTENTIONALLY DELETED.

16. INTENTIONALLY DELETED.

17. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 3, 2018 IN OFFICIAL RECORDS BOOK 29756, PAGE 251. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

18. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 17, 2018 IN OFFICIAL RECORDS BOOK 29786, PAGE 1183. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.

19. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS BY AND BETWEEN 10TH AVENUE PARTNERSHIP, LTD., AND JPMORGAN CHASE BANK NATIONAL ASSOCIATION RECORDED AUGUST 6, 2018 IN OFFICIAL RECORDS BOOK 30039, PAGE 1371. DECLARATION INCLUDES PROVISIONS FOR AN EASEMENT ON THE LAND AND A PRIVATE CHARGE OR ASSESSMENTS. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

HORIZONTAL NOTE:

1. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN.
GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR
SCALE FACTOR: = 1.000044179219

2. COORDINATES SHOWN HEREON ARE GRID COORDINATES, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, GEODETIC CONTROL AS ESTABLISHED AND ADOPTED BY THE PALM BEACH COUNTY SURVEY SECTION.

3. THE ABOVE INFORMATION ALONG WITH COORDINATES WERE TAKEN FROM THE RECORDED PLAT OF 'TENTH AVENUE PLAT' PLAT BOOK 126, PAGE(S) 82 AND 83, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

ACERAGE:

- SUBJECT PROPERTY AS PER RECORDED PLAT -
TRACT 1: 201,572.79 SQUARE FEET AND/OR 4.63 ACRES
TRACT 2: 78,654.48 SQUARE FEET AND/OR 1.81 ACRES
TRACT 3: 56,721.60 SQUARE FEET AND/OR 1.30 ACRES

ABBREVIATIONS:

P.R.M. = PERMANENT REFERENCE MONUMENT
L.B. = LICENSED BUSINESS
OR = OFFICIAL RECORDS
P.B. = PLAT BOOK
PG. = PAGE
PGS. = PAGES
LB = LICENSED BUSINESS
N = NORTH
S = SOUTH
E = EAST
W = WEST
R/W = RIGHT OF WAY

DATE	REVISIONS

PREPARED FOR:
10th AVENUE PARTNERSHIP LTD
A FLORIDA LIMITED PARTNERSHIP

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
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DATE: 09-08-2023
SCALE: 1" = 40'
DWNG. BY C.D.W.
CHECKED BY: C.D.W.
JOB NUMBER: 23100

SHEET NUMBER
1 OF 1

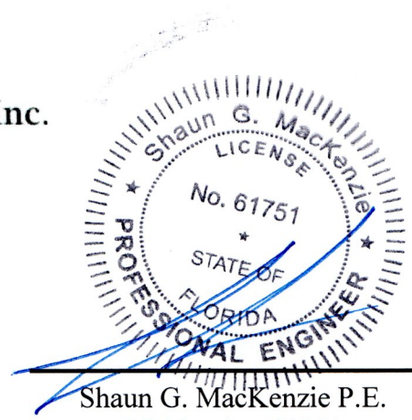
TRAFFIC IMPACT ANALYSIS

Village Collection of Palm Springs
Palm Springs, FL

Prepared for:
10th Avenue Partnership LTD.
Palm Springs, Florida

Prepared by:

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030



Shaun G. MacKenzie P.E.
PE Number 61751
9/22/23

205002
September 2023
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CA 29013

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

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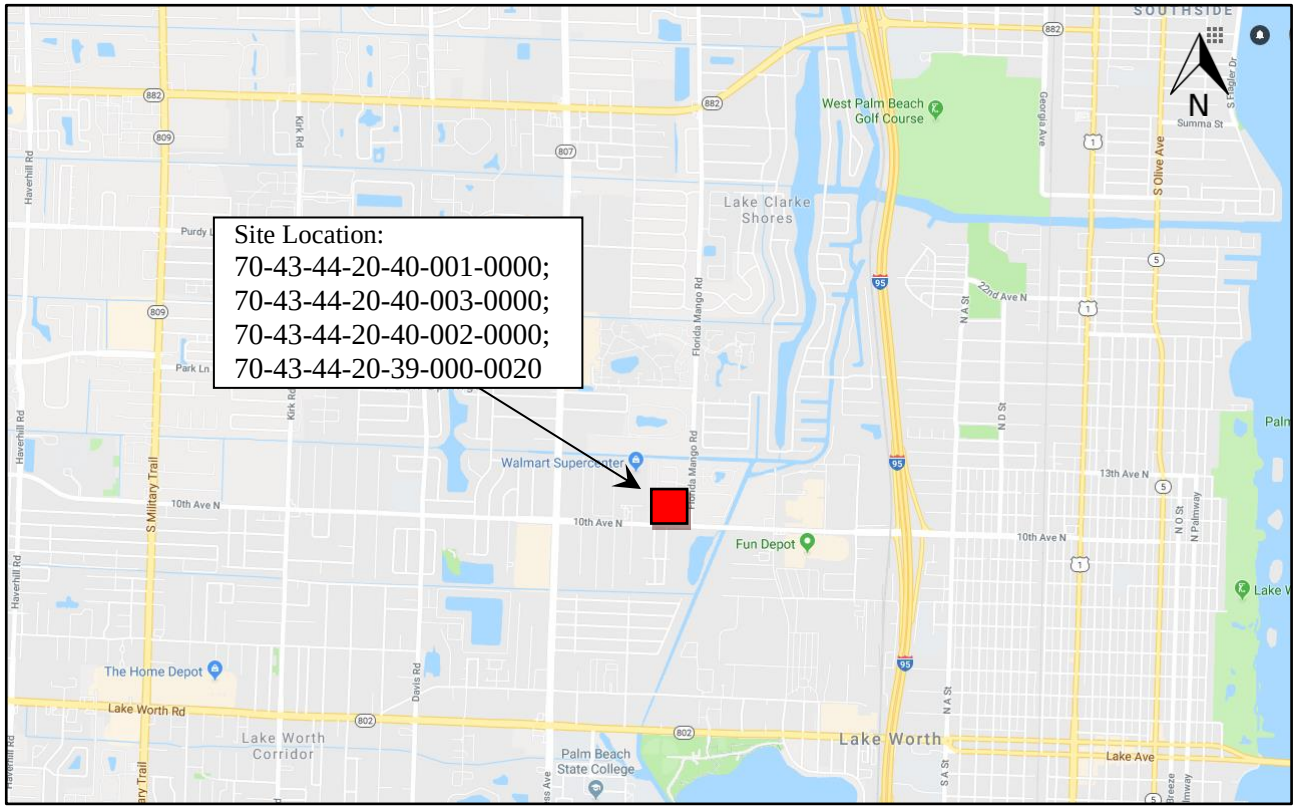
INTRODUCTION

MacKenzie Engineering and Planning, Inc. (MEP) was hired to conduct a traffic study to assess the effects on traffic caused by a proposed development located on the northwest corner of 10th Avenue and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). A buildout year of 2028 was analyzed for the proposed project. The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel. Figure 1 illustrates the site location.

Figure 1. Site Location



TRIP GENERATION

The study uses Palm Beach County trip generation rates and equations for General Office (ITE Land Use 710), Fast Food Restaurant with Drive-Through Window (ITE Land Use 934), Drive-In Bank (Land Use 912) and Hotel (ITE Land Use 310).

Existing Uses

The existing project includes the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 86,272 SF General Office (ITE Land Use 710)

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

Proposed Uses

The proposed project will develop the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 8,595 SF Fast Food Restaurant w/DT (ITE Land Use 934)
- 236 Rooms Hotel (ITE Land Use 310)

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

Net Change

The change of net new external trips:

- 2,689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4,641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

Trip Generation calculations are detailed in Exhibit 1A.

Internal Capture

The approved AM and PM peak hour internal capture is conservatively estimated at 2.3 and 4.8 percent, respectively. The proposed internal capture is estimated at 4.1 and 6.3 percent for AM and PM peak hour conditions, respectively.

This is a conservation rate given the potential interaction between the diverse uses on the site. Internal capture calculations are detailed in Exhibits 1B – 1E.

Pass-by Trip Capture

The proposed pass-by capture is in accordance with the Palm Beach County pass-by rates for the respective land uses, as shown in Table 2.

Table 1. Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
		PM/							
Internal Capture	AM	DAILY							
Drive-In Bank	4.9%	5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			***1,012***	***137***	***115***	***22***	***150***	***39***	***111***
Total Approved Driveway Volumes			***1,283***	***168***	***137***	***31***	***200***	***59***	***141***
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
		PM/							
Internal Capture	AM	DAILY							
Drive-In Bank	4.9%	7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			***3,701***	***301***	***159***	***142***	***294***	***88***	***143***
Total Proposed Driveway Volumes			***5,924***	***511***	***269***	***242***	***477***	***246***	***231***
NET CHANGE IN EXTERNAL TRIPS			**2,689**	**164**	**44**	**120**	**144**	**49**	**32**
NET CHANGE IN DRIVEWAY VOLUMES			**4,641**	**343**	**132**	**211**	**277**	**187**	**90**

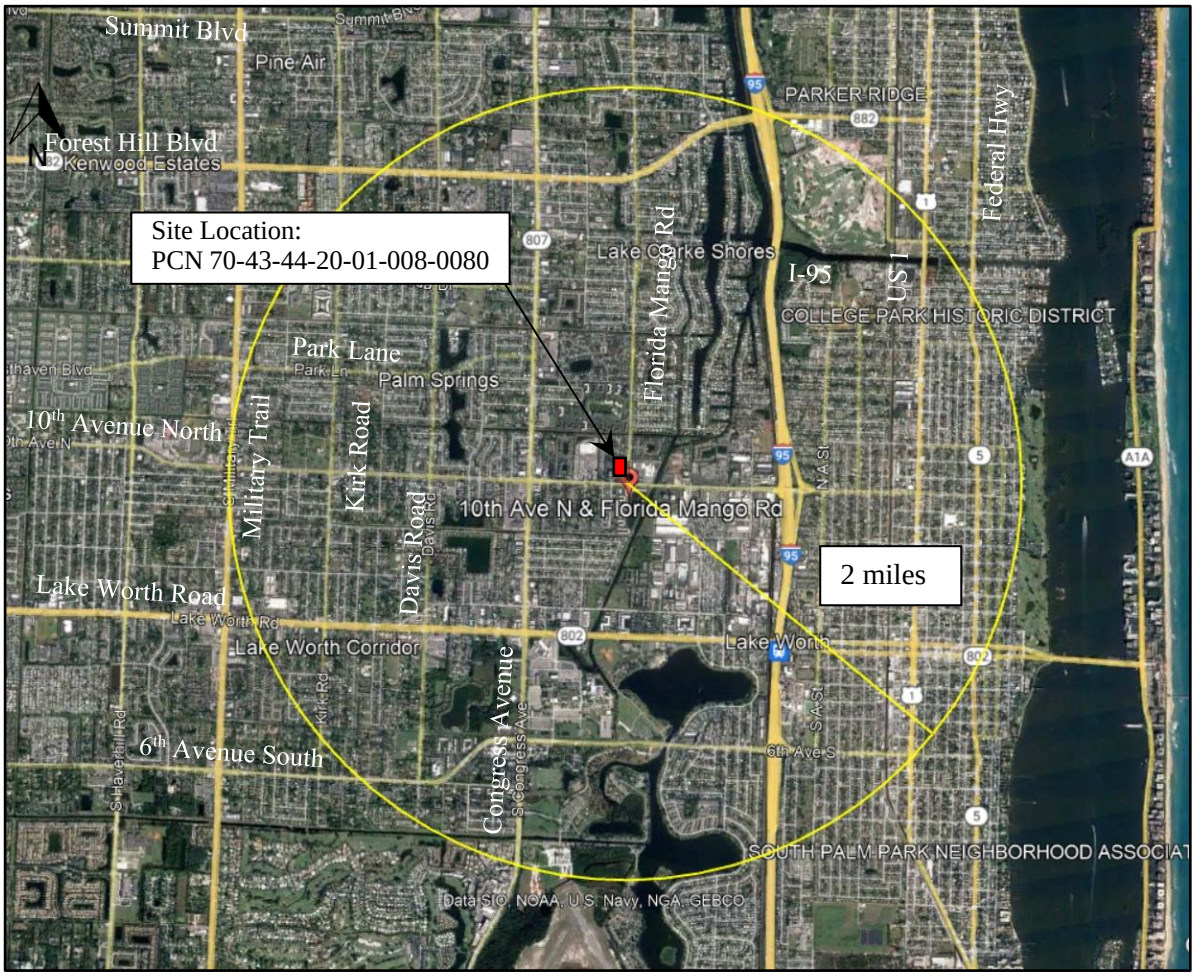
Table 2. Palm Beach County Trip Generation Rates

Note: Trip generation was calculated using the following data:								
	ITE			Pass-by	AM Peak Hour		PM Peak Hour	
Land Use	Code	Unit	Daily Rate	Rate	in/out	Rate	in/out	Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

Radius of Impact

Based on Table 12.B.2.D-7 3A of Article 12 of the Palm Beach County Unified Land Development Code, for a peak hour trip generation of 164 AM peak hour and 144 PM peak hour trips, the radius of development influence shall be two miles for the AM and PM peak hours. Figure 2 displays the radius of development influence.

Figure 2. Radius of Development Influence



TRAFFIC DISTRIBUTION

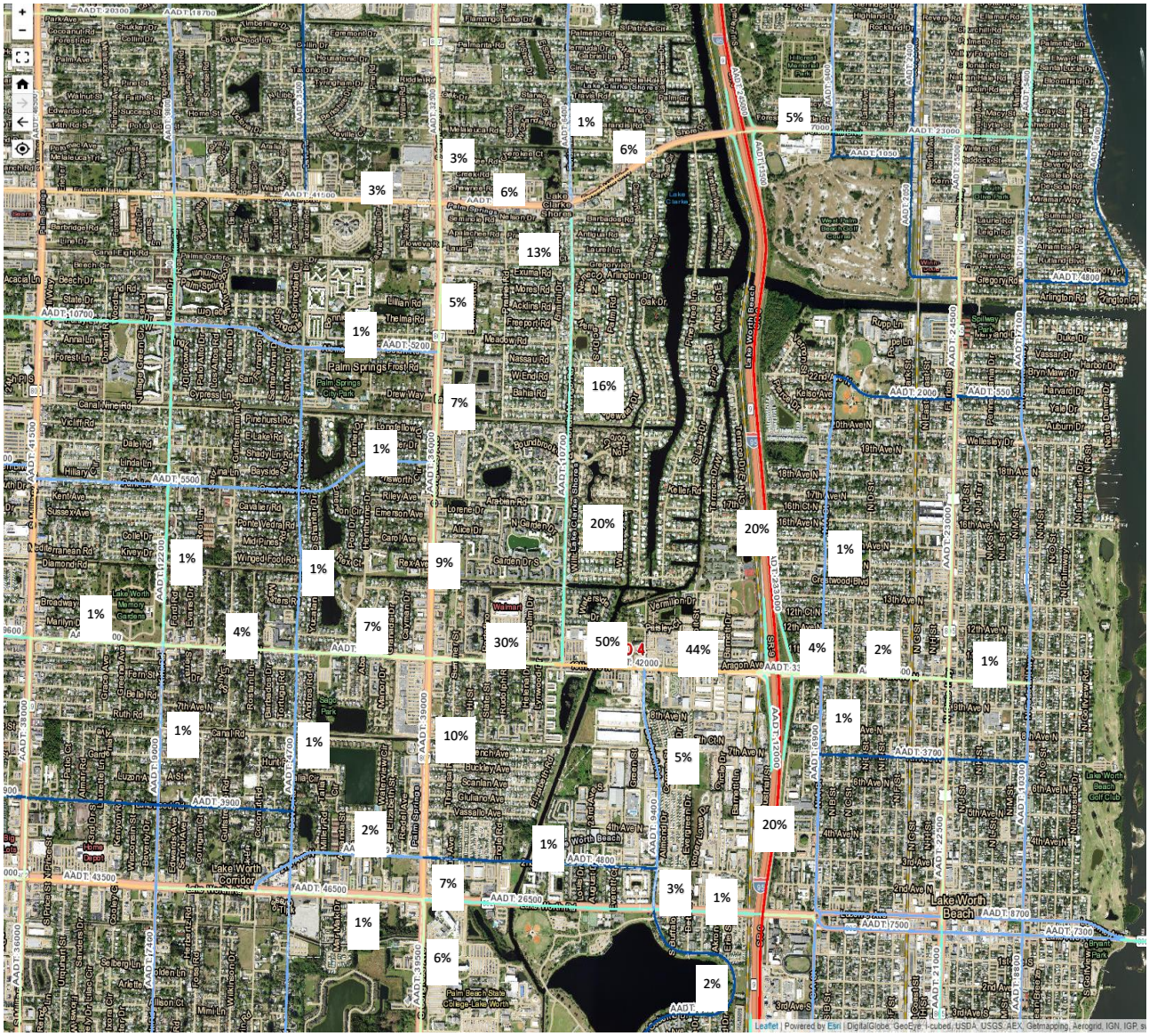
Traffic distribution and assignment was determined using engineering judgment, trip lengths, and a review of the roadway network in a process similar to the FSUTMS gravity model. The overall distribution is summarized by general directions and is depicted below:

NORTH	-	20 percent
EAST	-	50 percent
WEST	-	30 percent

TRAFFIC ASSIGNMENT

The distributed external trips for the project were assigned to the roadway network within the radius of influence based on the distribution. The traffic assignment is illustrated in Figure 3.

Figure 3. Traffic Assignment



Committed Projects

The Palm Beach County Traffic Division developed a database containing anticipated traffic volumes associated with committed development projects in the area. These volumes were obtained, and their impacts were added to the roadway links and intersections within the study area.

The TPS database contains committed roadway volumes for 10th Avenue North from I-95 to Congress Boulevard and Florida Mango Road from 10th Avenue North to Forest Hill Boulevard. The TPS database also contains committed intersection volumes for the intersections of 10th Avenue North and Florida Mango Road, 10th Avenue and Congress Boulevard and Florida Mango Rd and Forest Hill Boulevard.

Therefore, individual project information was generated based on the committed link, committed intersection and committed project information.

Historical Growth

According to the requirements of the TPS Article 12 Chapter C.1.C.4.b., the existing traffic volumes were adjusted using factors determined by a review of the historic traffic count data published by FDOT. The study uses a 0.5 percent growth rate as shown in Table 3.

Table 3. Growth Rate Calculation

Road	From	To	Sta ID	2018	2019	2020	2021	2022		Growth Rate
Congress Ave.	10th	Lake Worth Rd	930490	46,500	45,500		45,000	39,000		0.4%
10th Ave North	Congress Ave	I-95	930170	31,996	31,960	32,520	32,274	31,629		0.1%
								Weighted Average		**0.3%**
								Growth Rate Used		**0.50%**

ASSURED AND PROGRAMMED CONSTRUCTION

A review was conducted of the Five-Year Plans of Palm Beach County and FDOT, as well as those improvements committed by the developers of projects in the area. No improvements were identified.

TEST ONE - PART I (INTERSECTION ANALYSIS)

According to the County's TPS Section 2.A.1, Part I of Test One requires an analysis of the major intersection(s) nearest to each link that is directly assessed and significantly impacted by the proposed project.

Intersections on Project Accessed Links

The project directly accesses and significantly impacts 10th Avenue North from Congress Avenue to Project Site, from Project Site to Florida Mango Road, from Florida Mango Road to Boutwell Road and from Boutwell Road to I-95. Also, there is a significant impact on Florida Mango Road from Forest Hill Boulevard to Project Site and from Project Site to 10th Avenue North.

The intersections within the study area were evaluated in 2028 total (existing traffic plus background plus project) traffic conditions. This study analyzes the impacts to the following intersections for the AM and PM peak hours:

- 10th Avenue North and Congress Avenue – AM & PM peak hour
- 10th Avenue North and Florida Mango Rd – AM & PM peak hour
- Florida Mango Rd and Forest Hill Boulevard – AM & PM peak hour

The intersections were analyzed using the Critical Sum planning methodology as outlined in the 1985 Highway Capacity Manual (HCM).

10th Avenue North and Florida Mango Rd

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 5B and 6B.

10th Avenue North and Congress Avenue

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour for the AM peak hour as shown Table 4 and detailed in Exhibits 7B. For the PM peak hour, the following background improvement is necessary for the intersection to operate acceptedly (Table 4 and Exhibit 8B):

- Add a southbound left lane.

Florida Mango Rd and Forest Hill Boulevard

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 9B and 10B.

Table 4. Critical Sum Analysis

Intersection	Background	Background with Improvements (Pre-Development)	Total (with Bckgrnd Improve)
AM Peak Hour			
10th Avenue North and Florida Mango Road	-	-	903
10th Avenue North and Congress Boulevard	-	-	1,266
Forest Hill Boulevard and Florida Mango Road	-	-	1,325
PM Peak Hour			
10th Avenue North and Florida Mango Road	-	-	1,282
10th Avenue North and Congress Boulevard	1,441	1,373	1,376
Forest Hill Boulevard and Florida Mango Road	-	-	1,387

Total Traffic Analysis with Improvements

Project site traffic was added to the background traffic with the PM Peak Hour Background Needed Improvements for the 10th Avenue & Congress Boulevard intersection. The critical sum analysis shows that the intersections are projected to operate acceptably with background improvements.

Test One – Part I is satisfied.

TEST ONE - PART II (LINK EVALUATION)

According to the County's TPS, Part II of Test One requires a one-way peak hour link performance standard evaluation for each significant link considering its total one-way peak hour traffic volume and the roadway laneage to be in place by the end of the project buildout in 2028. Significant links are road segments impacted by project traffic that equals or exceeds one percent of a roadway's service volume.

Total Peak Hour

The project related traffic and total traffic for the AM and PM peak hours for one-way peak hour conditions are shown in Exhibits 2A and 3A, respectively. Based on the County's TPS, the following links are considered significantly impacted (project traffic consumes more than one percent of the roadway's service volume) by the project during the AM and PM peak hour.

AM Peak Hour

Florida Mango Road

- Northbound/Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Congress to Project Site
- Westbound – Project Site to Florida Mango Road
- Eastbound/Westbound – Florida Mango to Boutwell Road
- Eastbound/Westbound – Boutwell Road and I-95

PM Peak Hour

Florida Mango Road

- Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Project Site to Florida Mango Road
- Westbound – Florida Mango to Boutwell Road
- Westbound – Boutwell Road and I-95

For the segments that are significant a link volume analysis was undertaken to check if the standards for Test 1 are satisfied. Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Congress Avenue to Florida Mango Road,
- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,
- A 6-laning improvement on 10th Avenue from Boutwell Road to I-95.

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably.

Test One – Part II is satisfied.

TEST TWO – PART I (LINK EVALUATION)

Based on the requirements of Palm Beach County's TPS, an analysis was undertaken for all the roadway links included in the Palm Beach County Thoroughfare Map within the maximum radius of development influence to determine the Test Two significantly impacted links. Per Palm Beach County standards, all the roadway links on which the project traffic impact is greater than 3% of the LOS-E service volume are considered significantly impacted by the project traffic.

Total Peak Hour

A Test Two one-way peak hour link performance standard evaluation was undertaken for all thoroughfare links within the project study area. The analysis was performed considering the peak hour background traffic volume and the peak hour project traffic volume to be in place in 2028. Based on the analysis, the following segments are significantly impacted as shown in Exhibit 4A.

AM Peak Hour

Florida Mango Road

- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Eastbound – Florida Mango to Boutwell Road

Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably as shown in Exhibit 4B.

Test Two – Part I is satisfied.

ACCESS

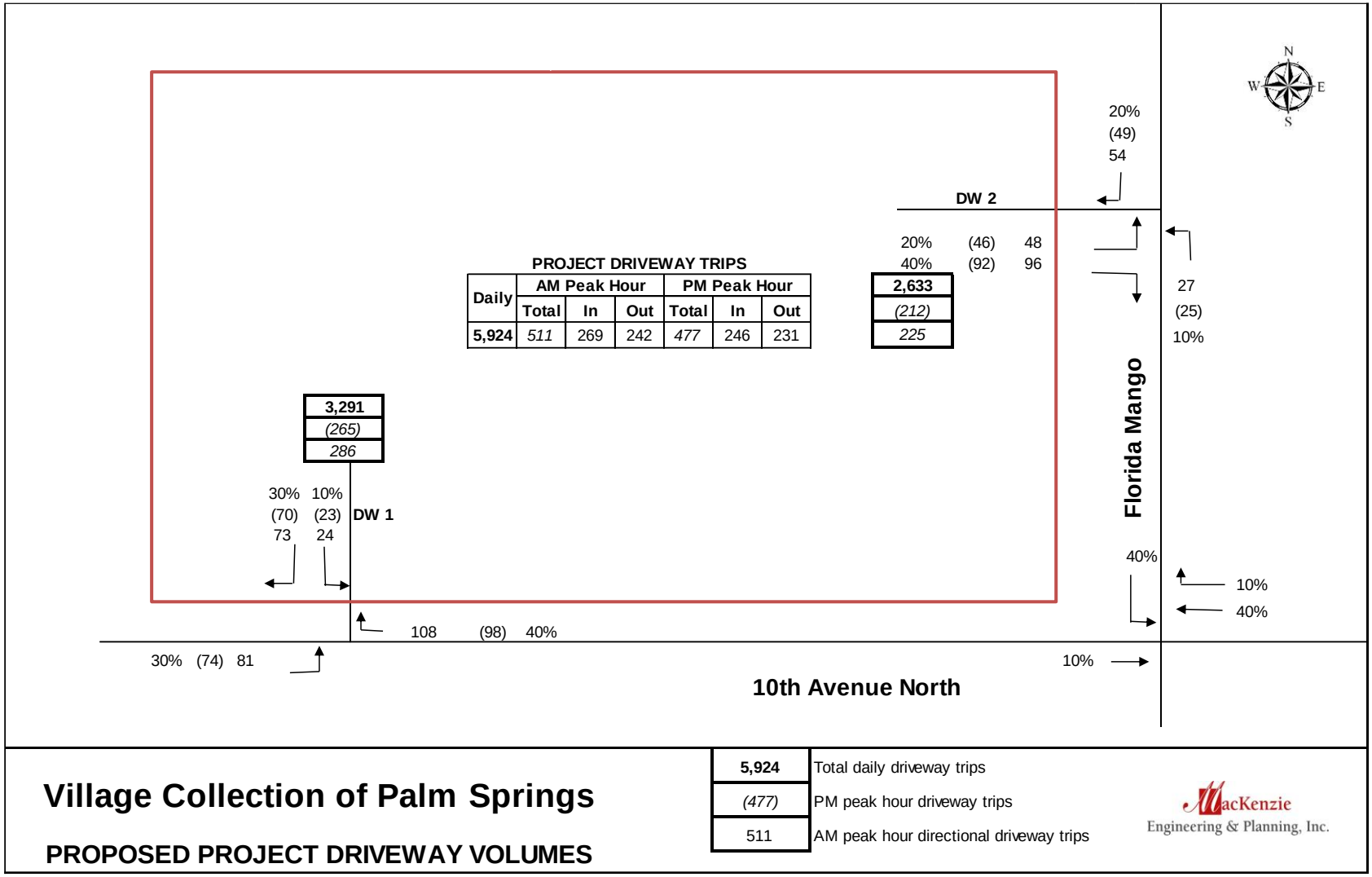
Driveways

The project site has the following existing driveways:

- 10th Avenue North – Driveway 1 – Full Opening
- Florida Mango Road – Driveway 2 – Full Opening

Figure 4 presents the anticipated driveway volumes.

Figure 4. Driveway Volumes



Turn Lanes

Driveway 1 – 10th Avenue North

Ingress Right Turn Lane

A right-turn lane at this location is required because the projected right-turn volume of 108 vehicles does satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

a) The adjacent street roadway AADT exceeds 10,000 (29,500); and (Met)
b) Driveway volume exceeds 1,000 vehicles per day (3,291); and (Met)
c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (108). (Met)

Ingress Left Turn Lane

A left-turn lane at this location is required because the projected left-turn volume of 81 vehicles does satisfy criteria identified within 300 Driveways and Other Turnouts Section 6A.

PBC Code 300 Driveways and Other Turnouts Section 6A. Requirements for a left-turn lane:

a) Left turn ingress volumes exceed 30 vehicles per hour per peak hour (81). (Met)

Based on Palm Beach County Code, a left-turn lane into the site is required or needed.

A left-turn lane into the entrance exists.

Driveway 2 – Florida Mango Road

Ingress Right Turn Lane

A right-turn lane at this location is not required because the projected right-turn volume of 54 vehicles does not satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

a) The adjacent street roadway AADT exceeds 10,000 (10,700); and (Met)
b) Driveway volume exceeds 1,000 vehicles per day (2,633); and (Met)
c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (54). (Not met)

Ingress Left Turn Lane

A left-turn lane into the entrance exists.

MEP evaluated the Florida Mango Road & Driveway 2 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0. The intersection is projected to operate acceptably.

CONCLUSION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

MacKenzie
Engineering & Planning, Inc.

EXHIBITS

EXHIBIT 1A

Village Collection of Palm Springs

Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
	AM	PM/ DAILY							
Internal Capture									
Drive-In Bank	4.9%	5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			***1,012***	***137***	***115***	***22***	***150***	***39***	***111***
Total Approved Driveway Volumes			***1,283***	***168***	***137***	***31***	***200***	***59***	***141***
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
	AM	PM/ DAILY							
Internal Capture									
Drive-In Bank	4.9%	7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			***3,701***	***301***	***159***	***142***	***294***	***88***	***143***
Total Proposed Driveway Volumes			***5,924***	***511***	***269***	***242***	***477***	***246***	***231***
NET CHANGE IN EXTERNAL TRIPS			**2,689**	**164**	**44**	**120**	**144**	**49**	**32**
NET CHANGE IN DRIVEWAY VOLUMES			**4,641**	**343**	**132**	**211**	**277**	**187**	**90**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

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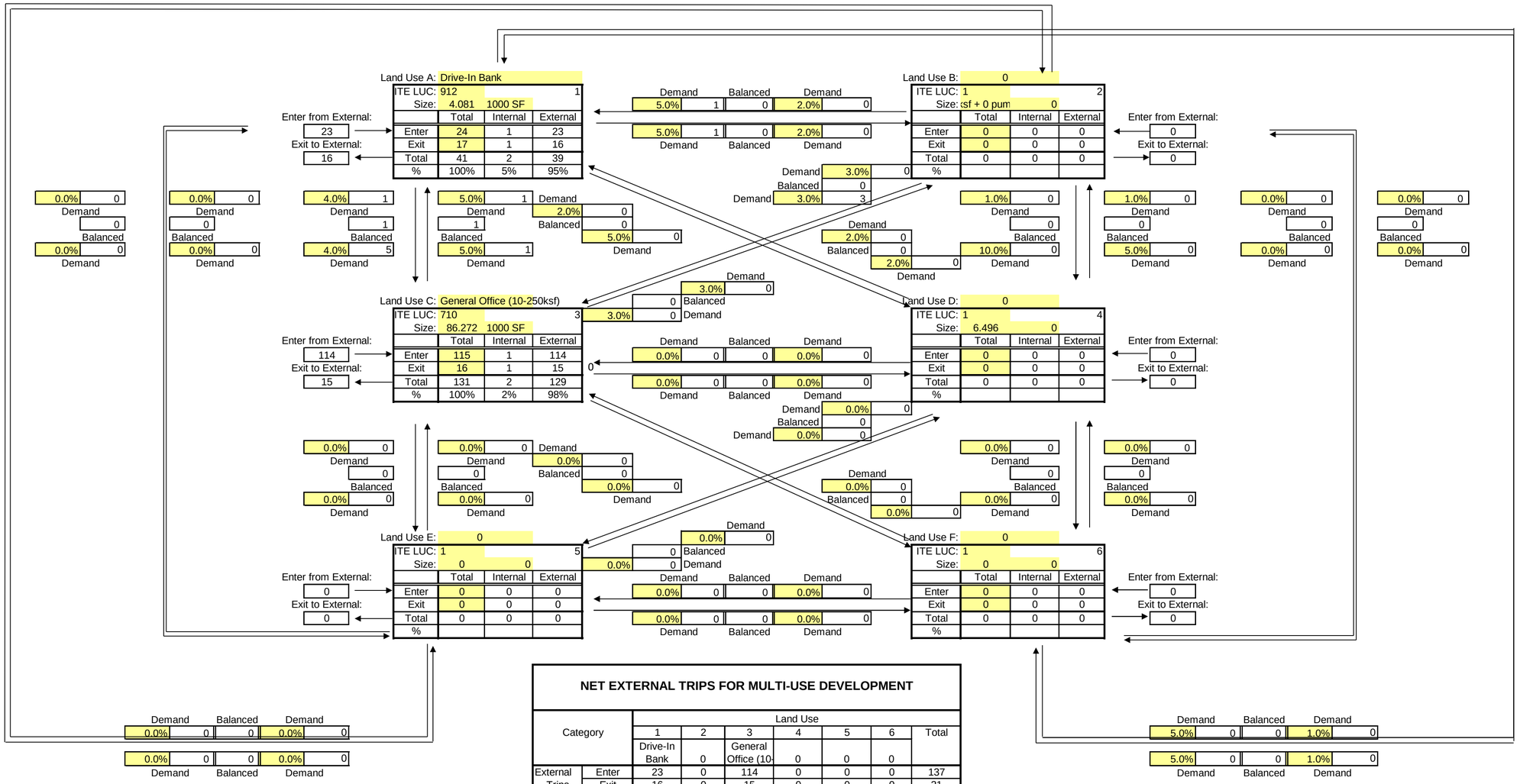
EXHIBIT 1B

Analysis Period: PM____, Midday____, AM __X__.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: AM Peak Hour - Existing



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

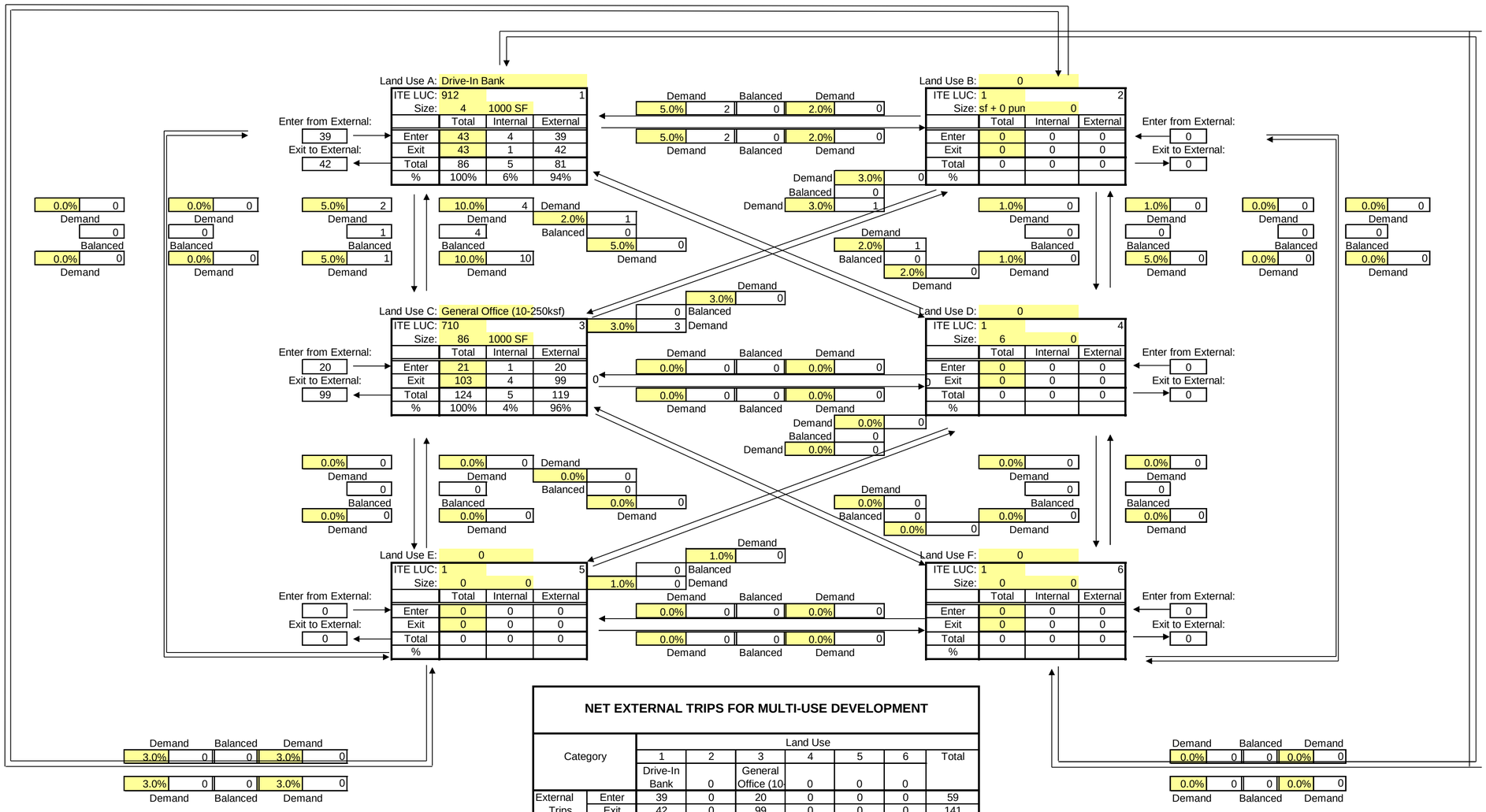
Category		Land Use 1 Drive-In Bank	2	3 General Office (10-	4	5	6	Total
External Trips	Enter	23	0	114	0	0	0	137
	Exit	16	0	15	0	0	0	31
	Total	39	0	129	0	0	0	**168**
Internal Trips	Enter	1	0	1	0	0	0	2
	Exit	1	0	1	0	0	0	2
	Total	2	0	2	0	0	0	**4**
Single Use Trip Gen Estimate		41	0	131	0	0	0	**172**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

EXHIBIT 1C

Analysis Period: PM_X___, AM ____.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: PM Peak Hour -Existing



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

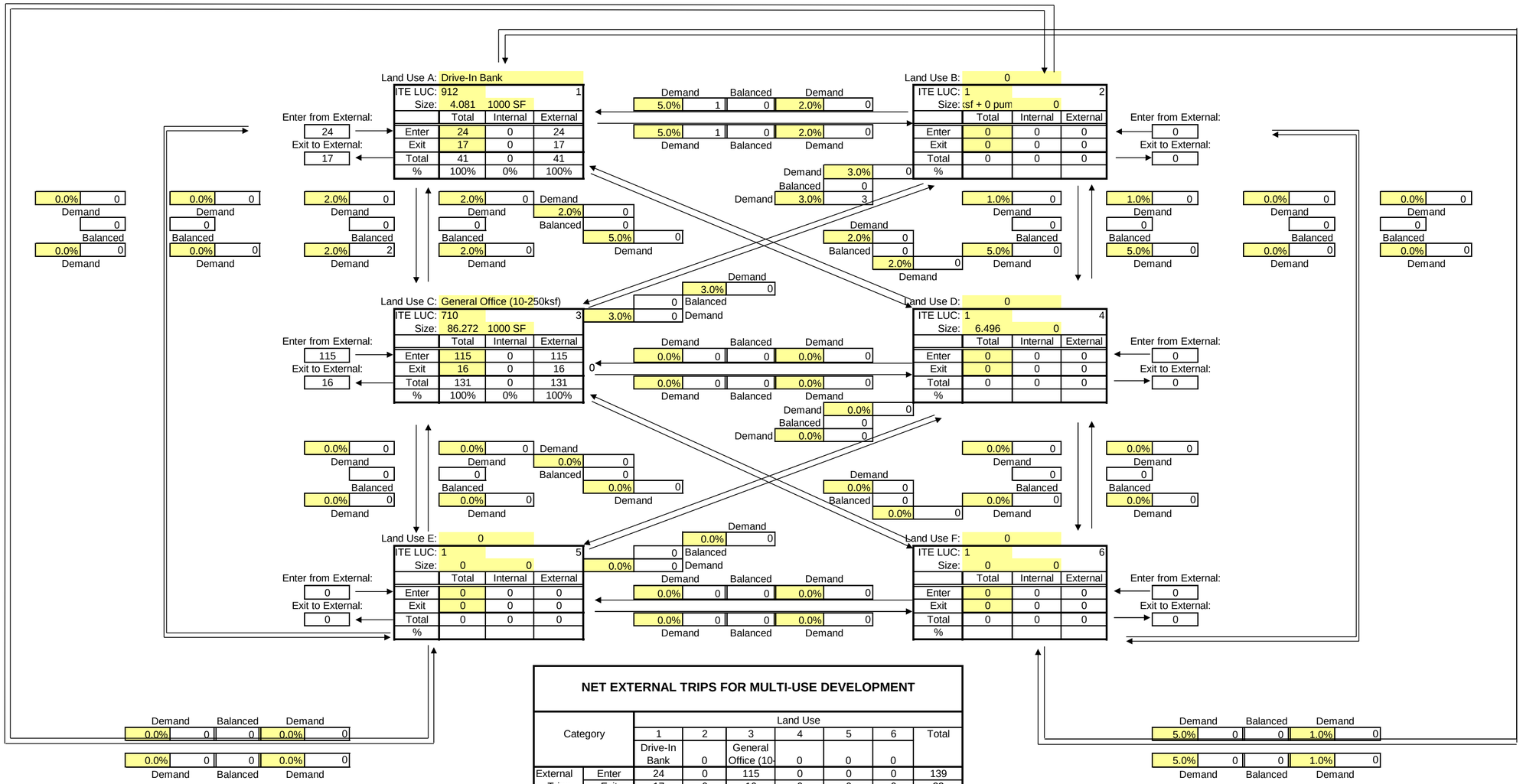
Category		Land Use 1 Drive-In Bank	2	3 General Office (10	4	5	6	Total
External Trips	Enter	39	0	20	0	0	0	59
	Exit	42	0	99	0	0	0	141
	Total	81	0	119	0	0	0	**200**
Internal Trips	Enter	4	0	1	0	0	0	5
	Exit	1	0	4	0	0	0	5
	Total	5	0	5	0	0	0	**10**
Single Use Trip Gen Estimate		86	0	124	0	0	0	**210**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

EXHIBIT 1D

Analysis Period: PM____, Midday____, AM __X__.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: AM Peak Hour - Proposed



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

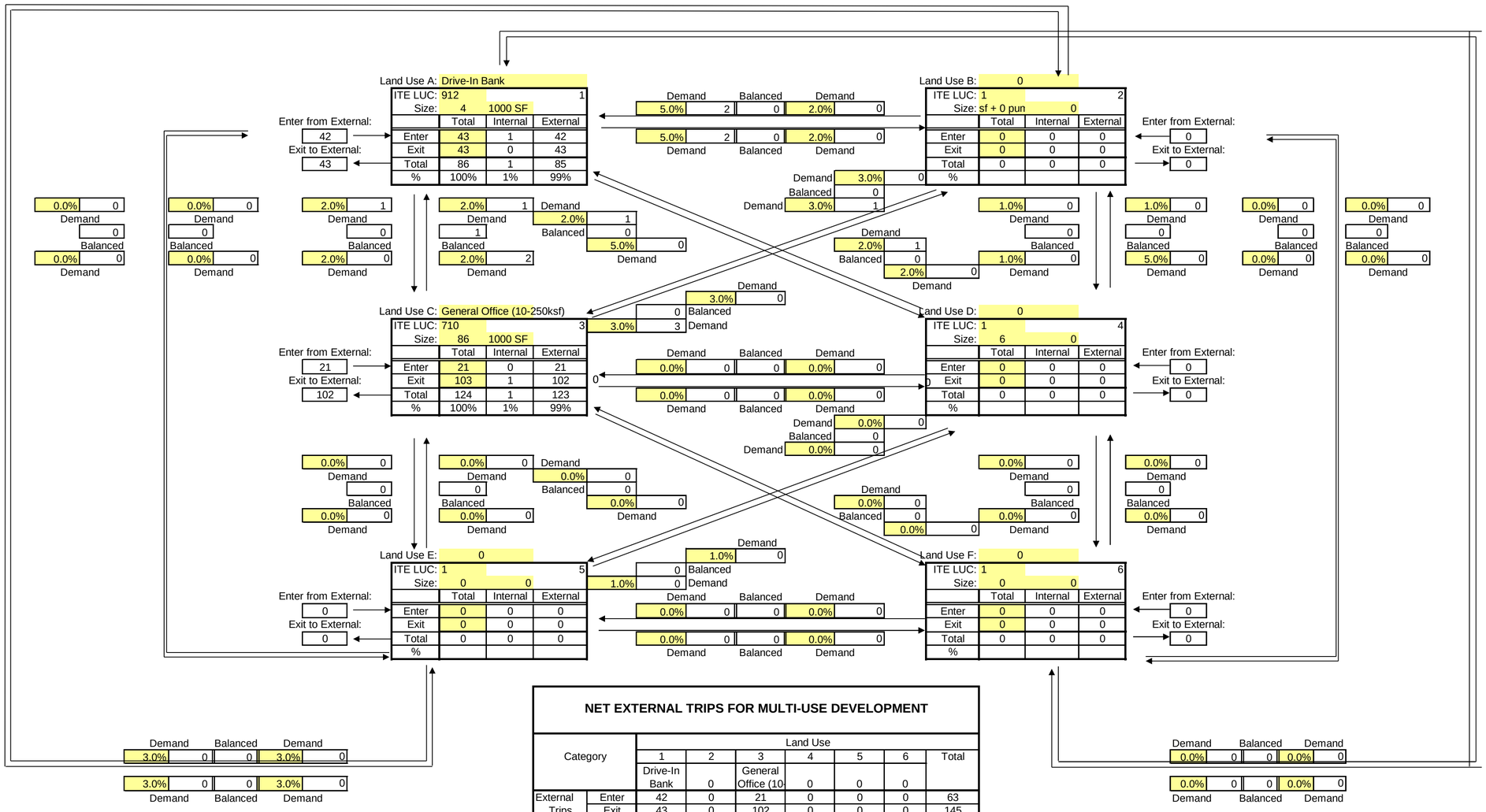
Category		Land Use 1 Drive-In Bank	2	3 General Office (10-	4	5	6	Total
External Trips	Enter	24	0	115	0	0	0	139
	Exit	17	0	16	0	0	0	33
	Total	41	0	131	0	0	0	**172**
Internal Trips	Enter	0	0	0	0	0	0	0
	Exit	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	**0**
Single Use Trip Gen Estimate		41	0	131	0	0	0	**172**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

EXHIBIT 1E

Analysis Period: PM_X___, AM ____.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002 **Task Number:**
Project Name: Village Collection of Palm Springs
Scenario: PM Peak Hour -Proposed

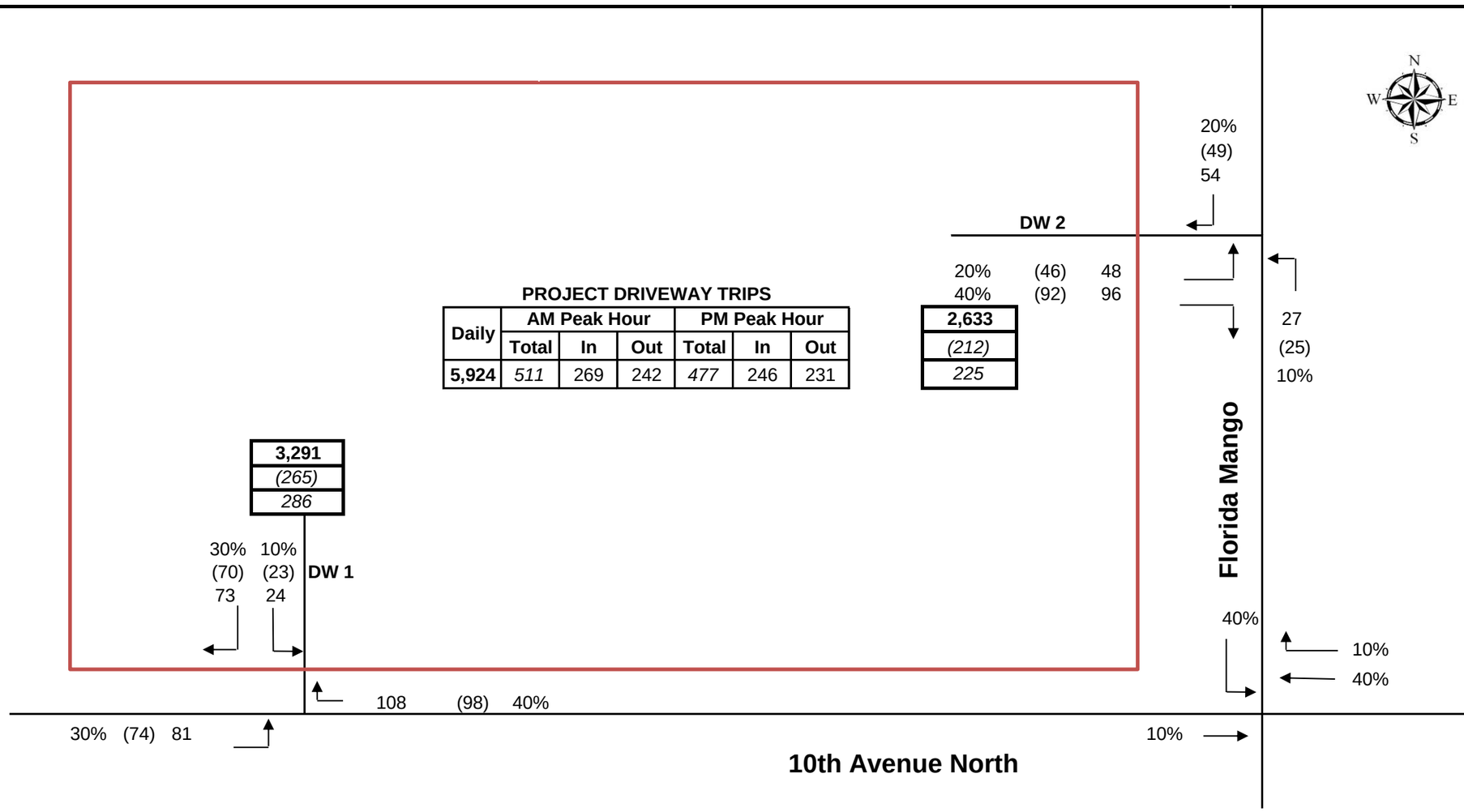


NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

Category		Land Use 1 Drive-In Bank	2	3 General Office (10	4	5	6	Total
External Trips	Enter	42	0	21	0	0	0	63
	Exit	43	0	102	0	0	0	145
	Total	85	0	123	0	0	0	**208**
Internal Trips	Enter	1	0	0	0	0	0	1
	Exit	0	0	1	0	0	0	1
	Total	1	0	1	0	0	0	**2**
Single Use Trip Gen Estimate		86	0	124	0	0	0	**210**

Print Date = 09/22/23
File Name = C:\Users\KritikaAgrawal\Desktop\working\205001 Florida Mango - PBC\TIA\[Fl Mango - 9-22-2023.xlsx]IC_PM_P(R)

FIGURE



Village Collection of Palm Springs

PROPOSED PROJECT DRIVEWAY VOLUMES

5,924	Total daily driveway trips
(477)	PM peak hour driveway trips
511	AM peak hour directional driveway trips

MacKenzie
Engineering & Planning, Inc.

EXHIBIT 2A - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			Existing		Committed		Percent	AM Peak Hour		AM Peak Hour		Significant		2022 AM		2023 PM			Growth	Committed		Committed Traffic		Growth from		2028 Background Peak		Meets Test 1		Backgrnd
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity	Project Assign	Project Trips NB/EB	Project Trips SB/WB	Significance NB/EB	Significance SB/WB	Impact ? NB/EB	Impact ? SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	Station	Factor	Traffic [6] NB/EB	Traffic [6] SB/WB	+ 1% Growth Rate NB/EB	+ 1% Growth Rate SB/WB	Historic Growth Rate NB/EB	Historic Growth Rate SB/WB	Hour Volume NB/EB	Hour Volume SB/WB	Standard ? NB/EB	Standard ? SB/WB	Needed Improv.
Florida Mango Road																														
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0.1%	0.0%	no	no					3646	0.50%											
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	2.7%	1.0%	YES	YES			282	451	35820	0.50%	49	42	63	65	7	11	345	516	Yes	Yes	
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		0.5%		no				282		35820	0.50%	49	42									
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		5.5%		YES				451	35820	0.50%	49	42		65		11		516		Yes	
10th Avenue North																														
Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	1	0.0%	0.1%	no	no					4603	0.50%											
Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	8	0.2%	0.5%	no	no					4653	0.50%											
Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	13	36	0.7%	2.0%	no	YES				1,303	35820	0.50%	135	155		221		33		1,524		Yes	
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	12		0.7%		no						35820		135	155									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		18		1.0%		YES				1,303	35820	0.50%	135	155		221		33		1,524		Yes	
Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	60	22	3.4%	1.2%	YES	YES	1,689	1,329			930170	0.50%	182	173	286	255	51	40	1,975	1,584	No	Yes	6-Laning
Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	53	19	3.0%	1.1%	YES	YES	1,689	1,329			930170	0.50%	231	198	335	280	51	40	2,024	1,609	No	Yes	6-Laning
I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	5	2	0.3%	0.1%	no	no																	
Congress Avenue																														
Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	11	4	0.4%	0.1%	no	no																	
10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	4	12	0.1%	0.4%	no	no																	
Forest Hill Blvd																														
Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6.0%	3	7	0.1%	0.3%	no	no																	
Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6.0%	7	3	0.3%	0.1%	no	no																	
Boutwell Road																														
10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	6	2	0.7%	0.2%	no	no																	

EXHIBIT 2B - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			2028 Background Needed Lanes		Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
From	To	Class	Number Of Lanes	LOS 'D' Capacity	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road												
Forest Hill Blvd	Project Site	1	2L	880	24	9	345	516	369	525	Yes	Yes
Project Site	10th Avenue North	1	2L	880		48		516		564		Yes
10th Avenue North												
Congress Avenue	Project Site	2	6LD	2,680	13	36		1,524		1,560		Yes
Project Site	Florida Mango Rd	2	6LD	2,680		18		1,524		1,542		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	60	22	1,975	1,584	2,035	1,606	Yes	Yes
Boutwell Rd	I-95	2	6LD	2,680	53	19	2,024	1,609	2,077	1,628	Yes	Yes

EXHIBIT 3A - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			Existing		Committed		Percent	Project Trips		Significance		Significant Impact ?		2022 PM		2023 PM PHPD Volume			Growth	Committed Traffic		Committed Traffic + 1% Growth Rate		Growth from Historic Growth Rate		2028 Background Peak Hour Volume		Meets Test 1 Standard ?		Backgrnd Needed Improv.
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	Station	Factor	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	
Florida Mango Road																														
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	0	0	0.0%	0.0%	no	no						0.5%											
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	6	10	0.7%	1.1%	no	YES				498	35820	0.5%	44	50		84		13		582		Yes	
Project Site	10th Avenue North	1	2L	880	2L	880	10%	5		0.6%		no					498	35820	0.5%	44	50									
Project Site	10th Avenue North	1	2L	880	2L	880	40%		13		1.5%		YES				498	35820	0.5%	44	50		75		13		573	Yes	Yes	
10th Avenue North																														
Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	0	0.0%	0.0%	no	no					4603	0.5%											
Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	2	0.2%	0.1%	no	no					4653	0.5%											
Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	15	10	0.8%	0.56%	no	no					35820	0.5%	229	205									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	3		0.2%		no						35820	0.5%	229	205									
Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		20		1.1%		YES				1,737	35820	0.5%	229	205		294		44		2,031		No	6-Laning
Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	16	25	0.9%	1.4%	no	YES	1,639	1,565			930170	0.5%	227	231		327		48		1,892		No	6-Laning
Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	14	22	0.8%	1.2%	no	YES	1,639	1,565			930170	0.5%	213	248		344		48		1,909		No	6-Laning
I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	1	2	0.1%	0.1%	no	no																	
Congress Avenue																														
Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	3	4	0.1%	0.1%	no	no																	
10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	5	3	0.2%	0.1%	no	no																	
Forest Hill Blvd																														
Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6%	3	2	0.1%	0.1%	no	no																	
Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6%	2	3	0.1%	0.1%	no	no																	
Boutwell Road																														
10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	2	2	0.2%	0.2%	no	no																	

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]pm peak (mango)

EXHIBIT 3B - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway			2028 Background Needed Lanes		Percent	Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
From	To	Class	Number Of Lanes	LOS 'D' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Summit Blvd	Forest Hill Blvd	1	2L	880	1%	0	0						
Forest Hill Blvd	Project Site	1	2L	880	20%	6	10		582		592		Yes
Project Site	10th Avenue North	1	2L	880	10%	5							
Project Site	10th Avenue North	1	2L	880	40%		13		573		586		Yes
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	30%	15	10						
Project Site	Florida Mango Rd	2	6LD	2,680	40%		20		2,031		2,051		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	50%	16	25		1,892		1,917		Yes
Boutwell Rd	I-95	2	6LD	2,680	44%	14	22		1,909		1,931		Yes

EXHIBIT 4A
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway			Existing		Committed		Percent	AM Peak Hour Project Trips		PM Peak Hour Project Trips		Project Significance				Significant Impact
												AM		PM		
From	To	Class	Number Of Lanes	LOS 'E' Capacity	Number Of Lanes	LOS 'E' Capacity	Project Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	???
Florida Mango Road																
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0	0	0.1%	0.0%	0.0%	0.0%	No
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	6	10	2.7%	1.0%	0.7%	1.1%	No
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		5		0.5%		0.6%		No
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		13		5.5%		1.5%	Yes
10th Avenue North																
Military Trail	Kirk Rd	2	5L	1,870	5L	1,870	1%	0	1	0	0	0.0%	0.1%	0.0%	0.0%	No
Kirk Rd	Congress Ave	2	5L	1,870	5L	1,870	7%	3	8	3	2	0.2%	0.4%	0.2%	0.1%	No
Congress Avenue	Project Site	2	5L	1,870	5L	1,870	30%	13	36	15	10	0.7%	1.9%	0.8%	0.5%	No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	10%	12		3		0.6%		0.2%		No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	40%		18		20		1.0%		1.1%	No
Florida Mango Road	Boutwell Rd	2	5L	1,870	5L	1,870	50%	60	22	16	25	3.2%	1.2%	0.9%	1.3%	Yes
Boutwell Rd	I-95	2	5L	1,870	5L	1,870	44%	53	19	14	22	2.8%	1.0%	0.8%	1.2%	No
I-95	N. Dixie Hwy	2	5L	1,870	5L	1,870	4%	5	2	1	2	0.3%	0.1%	0.1%	0.1%	No

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]test 2 (mango)

EXHIBIT 4B
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway			Committed		AM Peak Hour		2023 AM			Growth	Committed		Committed Traffic + 1%		2028 PM		Backgrnd	Bckgrnd	Bckgrnd			Meets Test 2
From	To	Class	Number Of Lanes	LOS 'E' Capacity	Project Trips NB/EB	Project Trips SB/WB	PHPD Volume NB/EB	PHPD Volume SB/WB	Station ID	Factor	Traffic NB/EB	Traffic SB/WB	Growth Rate NB/EB	Growth Rate SB/WB	Background NB/EB	Background SB/WB	Needed Improve	Improved Capacity	Meets Test 2 Standards	2028 AM Total NB/EB	2028 AM Total SB/WB	Standards?
Florida Mango Road																						
Project Site	10th Avenue North	1	2L	880		48		451	35820	0.50%		42		65		516			Yes		564	Yes
10th Avenue North																						
Florida Mango Road	Boutwell Rd	2	5L	1,870	60		1,689		930170	0.50%	182		286		1,975		6-Laning	2,830	Yes	2,035		Yes

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\[fl mango - 9-22-2023.xlsx]test 2 (mango) (2)

Village Collection of Palm Springs

AM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 5A

Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	13	307	5	0	5	199	26	0	15	3	9	0	49	3	24	658
7:15 AM	7:30 AM	0	19	223	2	0	0	214	25	0	6	2	15	0	54	3	24	587
7:30 AM	7:45 AM	0	12	258	4	0	3	221	29	0	9	2	7	0	54	1	47	647
7:45 AM	8:00 AM	0	20	222	4	0	0	227	24	0	12	3	6	0	51	0	27	596
8:00 AM	8:15 AM	0	28	267	8	0	2	217	24	0	8	2	7	0	53	3	36	655
8:15 AM	8:30 AM	0	29	269	5	0	2	224	32	0	5	0	5	0	47	1	40	659
8:30 AM	8:45 AM	0	18	301	4	0	1	210	32	0	6	3	8	0	57	2	36	678
8:45 AM	9:00 AM	0	23	273	4	0	4	239	29	0	6	0	3	0	37	3	45	666
Peak Hour Traffic Volume																		
8:00 AM	9:00 AM	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157	2658

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Seasonal Factor	0	10	111	2	0	1	89	12	0	3	1	2	0	19	1	16
Estimated 2022	**0**	**108**	**1221**	**23**	**0**	**10**	**979**	**129**	**0**	**28**	**6**	**25**	**0**	**213**	**10**	**173**
Growth 1%	0	8	88	2	0	1	71	9	0	2	0	2	0	15	1	12
Committed*	0	0	82	0	0	0	23	7	0	0	0	0	0	0	0	0
Committed + 1%	0	8	170	2	0	1	94	16	0	0	0	2	0	15	1	12
Growth 0.5%	0	4	43	1	0	0	35	5	0	1	0	1	0	8	0	6
Growth 0.5% or Committed + 1%	0	8	170	2	0	1	94	16	0	1	0	2	0	15	1	12
2028 Bckgrnd Volumes	**0**	**116**	**1391**	**25**	**0**	**6**	**1073**	**145**	**0**	**29**	**6**	**27**	**0**	**228**	**11**	**185**
Assignment			10%				40%	10%						40%		
in/out			out				in	in						out		
Project			18 **				42 **	10 **						72 **		
Post	**0**	**116**	**1409**	**25**	**0**	**6**	**1115**	**155**	**0**	**29**	**6**	**27**	**0**	**300**	**11**	**185**
Existing	0	108	1,221	23	0	10	979	129	0	28	6	25	0	213	10	173
Pre	0	116	1,391	25	0	11	1,073	145	0	29	6	27	0	228	11	185
Post	0	116	1,409	25	0	6	1,115	155	0	29	6	27	0	300	11	185

* Committed Traffic from TPS database

** Rounded for volume balancing

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 5B

Florida Mango Road & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Background Volume	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Total Project Volume	0	0	18	0	0	0	0	10	0	0	0	0	0	72	0	0
Total Volume		**116**	**1,409**	**25**		**6**	**1,073**	**155**		**29**	**6**	**27**		**300**	**11**	**185**
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		116	1434	< 0		6	1073	155		29	33	< 0		0 >	311	185
Approach Volume			1,550				1,234				62				496	
Per Lane Volume b4 RTOR		116	717	0		6	537	155		29	33	0		0	156	185
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		116	712	0		6	537	95		29	23	0		0	156	125
North-South Critical	NB + SB						185									
East-West Critical	WB LT + EB TH =						718		EB LT + WB TH =					653		
Maximum Critical Sum	**185**				**+**		**718**				**=**		**903**			

STATUS ?	**UNDER**

Village Collection of Palm Springs

PM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 6A

Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	50	222	9	0	3	322	71	0	5	0	7	0	48	4	40	781
4:15 PM	4:30 PM	0	40	222	8	0	3	315	45	0	5	5	5	0	39	5	42	734
4:30 PM	4:45 PM	0	49	249	11	0	13	343	51	0	1	1	4	0	49	1	41	813
4:45 PM	5:00 PM	0	49	246	13	0	5	312	42	0	5	1	6	0	59	3	57	798
5:00 PM	5:15 PM	0	43	218	5	0	6	362	63	0	3	4	7	0	39	8	44	802
5:15 PM	5:30 PM	0	40	213	10	0	10	338	67	0	13	1	10	0	52	2	48	804
5:30 PM	5:45 PM	0	44	222	10	0	12	321	61	0	10	6	3	0	54	1	51	795
5:45 PM	6:00 PM	0	58	245	8	0	9	343	62	0	7	3	11	0	43	3	41	833
Peak Hour Traffic Volume																		
5:00 PM	6:00 PM	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184	3234

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	**ebl**	**ebt**	**ebr**	**wbu**	**wbl**	**wbt**	**wbr**	**nbu**	**nbl**	**nbt**	**nbr**	**sbu**	**sbl**	**sbt**	**sbr**
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Seasonal Factor	0	19	90	3	0	4	136	25	0	3	1	3	0	19	1	18
Estimated 2022	**0**	**204**	**988**	**36**	**0**	**41**	**1500**	**278**	**0**	**36**	**15**	**34**	**0**	**207**	**15**	**202**
		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%
Estimated 2022	**0**	**204**	**988**	**36**	**0**	**41**	**1,500**	**278**	**0**	**36**	**15**	**34**	**0**	**207**	**15**	**202**
Growth 1%	0	15	71	3	0	3	108	20	0	3	1	2	0	15	1	15
Committed*	0	0	51	0	0	0	64	20	0	0	0	0	0	0	0	0
Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
Growth 0.5%	0	6	30	1	0	1	46	8	0	1	0	1	0	6	0	6
Growth 0.5% or Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
2028 Bckgrnd Volumes	**0**	**219**	**1110**	**39**	**0**	**39**	**1672**	**318**	**0**	**39**	**16**	**36**	**0**	**222**	**16**	**217**
Assignment			10%				40%	10%						40%		
in/out			out				in	in						out		
Project			12 **				87 **	21 **						50 **		
Post	**0**	**219**	**1122**	**39**	**0**	**39**	**1759**	**339**	**0**	**39**	**16**	**36**	**0**	**272**	**16**	**217**
Existing	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Pre	0	219	1,110	39	0	44	1,672	318	0	39	16	36	0	222	16	217
Post	0	219	1,122	39	0	39	1,759	339	0	39	16	36	0	272	16	217

** Rounded for volume balancing

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 6B

Florida Mango Road & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Background Volume	0	219	1110	39	0	39	1672	318	0	39	16	36	0	222	16	217
Total Project Volume	0	0	12	0	0	0	87	21	0	0	0	0	0	50	0	0
Total Volume	**0**	**219**	**1,122**	**39**	**0**	**39**	**1,759**	**339**	**0**	**39**	**16**	**36**	**0**	**272**	**16**	**217**
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		219	1161	< 0		39	1759	339		39	52	< 0		0 >	288	217
Approach Volume			1,380				2,137				91				505	
Per Lane Volume b4 RTOR		219	581	0		39	880	339		39	52	0		0	144	217
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		219	576	0		39	880	279		39	42	0		0	144	157
North-South Critical	NB + SB				183											
East-West Critical	WB LT + EB TH =				615				EB LT + WB TH =				1099			
Maximum Critical Sum	**183**				+	**1099**					=	**1,282**				

STATUS ?	**NEAR**

Village Collection of Palm Springs

AM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 7A

Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	77	218	65	2	72	102	73	1	15	210	65	0	42	124	15	1081
7:15 AM	7:30 AM	1	67	118	61	0	82	99	88	4	32	249	49	0	39	221	17	1127
7:30 AM	7:45 AM	1	68	144	53	0	101	103	72	3	30	242	55	0	41	249	20	1182
7:45 AM	8:00 AM	6	58	165	67	1	123	116	48	2	20	272	58	1	37	257	24	1255
8:00 AM	8:15 AM	3	64	168	66	2	120	101	66	4	31	220	84	2	51	206	14	1202
8:15 AM	8:30 AM	1	55	154	56	1	101	117	61	3	24	234	86	1	46	255	15	1210
8:30 AM	8:45 AM	4	62	187	48	0	127	108	75	3	34	188	80	0	49	181	16	1162
8:45 AM	9:00 AM	5	73	190	65	0	97	130	41	7	30	181	91	1	52	149	25	1137
Peak Hour Traffic Volume																		
7:30 AM	8:30 AM	11	245	631	242		445	437	247	12	105	968	283	4	175	967	73	4849

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	11	245	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Seasonal Factor	1	25	63	24	0	45	44	25	1	11	97	28	0	18	97	7
Estimated 2022	**0**	**282**	**694**	**266**	**0**	**490**	**481**	**272**	**13**	**116**	**1065**	**311**	**4**	**193**	**1064**	**80**
Growth 1%	0	20	50	19	0	35	35	20	0	8	77	22	0	14	77	6
Committed*	0	8	7	8	0	26	9	15	0	10	18	10	0	4	10	2
Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
Growth 0.5%	0	10	25	9	0	17	17	10	0	4	38	11	0	7	38	3
Growth 0.5% or Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
2028 Bckgrnd Volumes	**0**	**310**	**751**	**293**	**0**	**551**	**525**	**307**	**13**	**134**	**1160**	**343**	**4**	**211**	**1151**	**88**
Assignment			10%			10%	10%	10%				10%		10%		
in/out			in			out	out	out				in		in		
Project			4			12	12	12				4		4		
Post	**0**	**310**	**755**	**293**	**0**	**563**	**537**	**319**	**13**	**134**	**1160**	**347**	**4**	**215**	**1151**	**88**
Existing	0	282	694	266	0	490	481	272	13	116	1,065	311	4	193	1,064	80
Pre	0	310	751	293	0	551	525	307	13	134	1,160	343	4	211	1,151	88
Post	0	310	755	293	0	563	537	319	13	134	1,160	347	4	215	1,151	88

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 7B

Congress & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	256	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Background Volume	0	310	751	293	0	551	525	307	13	134	1160	343	4	211	1151	88
Total Project Volume	0	0	4	0	0	12	12	12	0	0	0	4	0	4	0	0
Total Volume		**310**	**755**	**293**		**563**	**537**	**319**		**147**	**1,160**	**347**		**219**	**1,151**	**88**
Critical Volume Analysis																
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1
Approach Vol by Lane Group		310	755	293		563	537	319		147	1160	347		219	1151	88
Approach Volume			1,358				1,419				1,654				1,458	
Per Lane Volume b4 RTOR		155	378	293		282	269	319		147	387	347		219	384	88
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		155	378	293		282	269	259		147	387	287		219	384	28
North-South Critical	SB LT + NB TH =					606			NB LT + SB TH =					531		
East-West Critical	WB LT + EB TH =					660			EB LT + WB TH =					424		

Maximum Critical Sum	**606**	+	**660**	= **1,266**

STATUS ?	**NEAR**

Village Collection of Palm Springs

PM PEAK HOUR TURNING MOVEMENTS

EXHIBIT 8A

Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	8	58	181	60	1	96	223	67	5	30	207	107	3	54	216	39	1355
4:15 PM	4:30 PM	12	48	164	50	0	121	244	76	7	44	215	88	1	45	239	30	1384
4:30 PM	4:45 PM	5	48	158	56	2	105	207	82	8	46	235	112	1	68	230	42	1405
4:45 PM	5:00 PM	8	45	153	47	2	124	188	76	6	45	255	116	0	68	295	45	1473
5:00 PM	5:15 PM	6	53	147	55	3	115	219	67	1	52	220	102	6	49	237	41	1373
5:15 PM	5:30 PM	11	35	142	31	0	126	225	70	2	59	261	100	3	41	230	34	1370
5:30 PM	5:45 PM	6	60	149	63	0	121	200	60	5	50	258	114	0	68	270	41	1465
5:45 PM	6:00 PM	5	48	179	55	5	103	205	68	3	54	207	88	1	57	247	34	1359
Peak Hour Traffic Volume																		
4:45 PM	5:45 PM	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161	5681

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Seasonal Factor	3	19	59	20	1	49	83	27	1	21	99	43	1	23	103	16
Estimated 2022	**0**	**246**	**650**	**216**	**6**	**535**	**915**	**300**	**15**	**227**	**1093**	**475**	**10**	**249**	**1135**	**177**
Growth 1%	0	18	47	16	0	39	66	22	0	16	79	34	0	18	82	13
Committed*	0	3	20	29	0	36	5	7	0	29	32	33	0	15	36	7
Committed + 1%	0	21	67	45	0	75	71	29	0	45	111	67	0	33	118	20
Growth 0.5%	0	9	23	8	0	19	33	11	1	8	39	17	0	9	40	6
Growth 0.5% or Committed + 1%	0	21	67	45	0	75	71	29	1	45	111	67	0	33	118	20
2028 Bckgrnd Volumes	**0**	**267**	**717**	**261**	**6**	**610**	**986**	**329**	**16**	**272**	**1204**	**542**	**10**	**282**	**1253**	**197**
Assignment			10%			10%	10%	10%				10%		10%		
in/out			in			out	out	out				in		in		
Project			5			2	2	2				5		5		
Post	**0**	**267**	**722**	**261**	**6**	**612**	**988**	**331**	**16**	**272**	**1204**	**547**	**10**	**287**	**1253**	**197**
Existing	0	246	650	216	6	535	915	300	15	227	1,093	475	10	249	1,135	177
Pre	0	267	717	261	6	610	986	329	16	272	1,204	542	10	282	1,253	197
Post	0	267	722	261	6	612	988	331	16	272	1,204	547	10	287	1,253	197

Village Collection of Palm Springs
PM PEAK HOUR
EXHIBIT 8B
Congress & 10th Ave N
Background
Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Volume		**267**	**717**	**261**		**616**	**986**	**329**		**288**	**1,204**	**542**		**292**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1
Approach Vol by Lane Group		267	717	261		616	986	329		288	1204	542		292	1253	197
Approach Volume		1,245				1,931				2,034				1,742		
Per Lane Volume b4 RTOR		134	359	261		308	493	329		288	401	542		292	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	359	261		308	493	269		288	401	482		292	418	137
North-South Critical	SB LT + NB TH =				774				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				667				EB LT + WB TH =				627			
Maximum Critical Sum	**774**				**+**	**667**			**=**	**1,441**						

STATUS ?	**OVER**

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8C

Congress & 10th Ave N

Background with Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Volume		**267**	**717**	**261**		**616**	**986**	**329**		**288**	**1,204**	**542**		**292**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	717	261		616	986	329		288	1204	542		292	1253	197
Approach Volume	1,245				1,931				2,034				1,742			
Per Lane Volume b4 RTOR		134	359	261		308	493	329		288	401	542		146	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	359	261		308	493	269		288	401	482		146	418	137
North-South Critical	SB LT + NB TH =				628				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				667				EB LT + WB TH =				627			
Maximum Critical Sum	**706**				**+**	**667**			**=**	**1,373**						

STATUS ? **NEAR**

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8D

Congress & 10th Ave N

Total with Background Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Project Volume	0	0	5	0	0	2	2	2	0	0	0	5	0	5	0	0
Total Volume		**267**	**722**	**261**		**618**	**988**	**331**		**288**	**1,204**	**547**		**297**	**1,253**	**197**
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	722	261		618	988	331		288	1204	547		297	1253	197
Approach Volume	1,250				1,937				2,039				1,747			
Per Lane Volume b4 RTOR		134	361	261		309	494	331		288	401	547		149	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	361	261		309	494	271		288	401	487		149	418	137
North-South Critical	SB LT + NB TH =				636				NB LT + SB TH =				706			
East-West Critical	WB LT + EB TH =				670				EB LT + WB TH =				628			
Maximum Critical Sum	**706**				**+**	**670**			**=**	**1,376**						

STATUS ?	**NEAR**	

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 9A
Florida Mango Road & Forest Hill Boulevard

Count Taken:	5/4/2022	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.02	

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	4	139	1926	103	10	66	1317	65	152	243	347	205	235	108
Seasonal Factor	0	3	39	2	0	1	26	1	3	5	7	4	5	2
Estimated 2022	**4**	**146**	**1965**	**105**	**10**	**67**	**1343**	**66**	**155**	**248**	**354**	**209**	**240**	**110**
Growth 1%	0	11	142	8	0	5	97	5	11	18	26	15	17	8
Committed*	0	0	1	3	0	4	1	0	8	0	5	0	0	0
Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
Growth 0.5%	0	5	70	4	0	2	48	2	6	9	13	7	9	4
Growth 0.5% or Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
2028 Bckgrnd Volumes	**4**	**157**	**2108**	**116**	**10**	**76**	**1441**	**71**	**174**	**266**	**385**	**224**	**257**	**118**
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				5		5			9	18	9		11	
Post	**4**	**157**	**2108**	**121**	**10**	**81**	**1441**	**71**	**183**	**284**	**394**	**224**	**268**	**118**

Existing	4	146	1,965	105	10	67	1,343	66	155	248	354	209	240	110
Pre	4	157	2,108	116	10	76	1,441	71	174	266	385	224	257	118
Post	4	157	2,108	121	10	81	1,441	71	183	284	394	224	268	118

Village Collection of Palm Springs

AM PEAK HOUR

EXHIBIT 9B

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**
5/4/2022	0	143	1926	103	10	66	1317	65	152	243	347	205	235	108
Background Volume	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Total Project Volume	0	0	0	5	0	5	0	0	9	18	9	0	11	0
Total Volume		**161**	**2,108**	**121**		**91**	**1,441**	**71**	**251**	**284**	**394**	**224**	**268**	**118**
Critical Volume Analysis														
No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		161	2108	121		91	1441	71	251	284	394	224	268	118
Approach Volume			2,390				1,603			929			610	
Per Lane Volume b4 RTOR		161	703	121		91	480	71	251	284	394	224	268	118
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		161	703	121		91	480	11	251	284	334	224	268	58
North-South Critical	SB LT + NB TH =					558			NB LT + SB TH =			519		
East-West Critical	WB LT + EB TH =					794			EB LT + WB TH =			641		
Maximum Critical Sum	**558**				**+**	**794**			**=**		**1,352**			

STATUS ? **NEAR**

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 10A
Florida Mango Road & Forest Hill Boulevard

Count Taken:	5/4/2022	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.02	

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Seasonal Factor	0	2	26	3	0	7	44	1	3	3	3	3	7	2
Estimated 2022	**9**	**92**	**1314**	**139**	**9**	**335**	**2224**	**59**	**148**	**166**	**169**	**148**	**335**	**106**
Growth 1%	0	7	95	10	0	24	160	4	11	12	12	11	24	8
Committed*	0	1	2	7	0	8	1	0	4	0	2	0	0	0
Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
Growth 0.5%	0	3	40	4	0	10	68	2	4	5	5	4	10	3
Growth 0.5% or Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
2028 Bckgrnd Volumes	**9**	**100**	**1411**	**156**	**9**	**367**	**2385**	**63**	**163**	**178**	**183**	**159**	**359**	**114**
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				11		11			6	13	6		22	
Post	**9**	**100**	**1411**	**167**	**9**	**378**	**2385**	**63**	**169**	**191**	**189**	**159**	**381**	**114**

Existing	9	92	1,314	139	9	335	2,224	59	148	166	169	148	335	106
Pre	9	100	1,411	156	9	367	2,385	63	163	178	183	159	359	114
Post	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 10B

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	**LT**	**Thru**	**RT**	**UT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**	**LT**	**Thru**	**RT**
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Background Volume	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Total Project Volume	0	0	0	11	0	11	0	0	6	13	6	0	22	0
Total Volume	**9**	**100**	**1,411**	**167**	**9**	**378**	**2,385**	**63**	**169**	**191**	**189**	**159**	**381**	**114**

Critical Volume Analysis Background Traffic

No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		100	1411	156		367	2385	63	163	178	183	159	359	114
Approach Volume			1,667				2,815			524			632	
Per Lane Volume b4 RTOR		100	470	156		367	795	63	163	178	183	159	359	114
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		100	470	156		367	795	3	163	178	123	159	359	54
North-South Critical	SB LT + NB TH =					337			NB LT + SB TH =			522		
East-West Critical	WB LT + EB TH =					837			EB LT + WB TH =			895		
Maximum Critical Sum	**522**				**+**	**895**			**=**		**1,417**			
STATUS ?	**OVER**													

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 11
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	10	0	5	1	0	2	4	90	0	2	34	6	154
7:15 AM	7:30 AM	0	5	1	1	1	0	2	5	96	4	3	37	5	160
7:30 AM	7:45 AM	0	13	0	3	3	0	0	8	79	2	3	43	12	166
7:45 AM	8:00 AM	0	11	0	0	2	0	0	3	64	2	1	35	7	125
8:00 AM	8:15 AM	0	12	1	7	5	0	1	9	86	2	2	48	5	178
8:15 AM	8:30 AM	0	9	0	5	0	0	3	2	73	2	2	44	11	151
8:30 AM	8:45 AM	0	8	0	6	0	0	5	3	64	2	3	52	8	151
8:45 AM	9:00 AM	0	7	0	6	1	1	6	10	67	3	3	54	6	164
		0	75	2	33	13	1	19	44	619	17	19	347	60	1249
Peak Hour Traffic Volume															
8:00 AM	9:00 AM	0	36	1	24	6	1	15	24	290	9	10	198	30	644

Count Taken: 6/7/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebl	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/7/2023	0	36	1	24	6	1	15	24	290	9	10	198	30
Seasonal Factor	0	3	0	2	0	0	1	2	23	1	1	16	2
Estimated 2023	**0**	**39**	**1**	**26**	**6**	**1**	**16**	**26**	**313**	**10**	**11**	**214**	**32**
Growth 1%	0	3	0	2	0	0	1	2	23	1	1	15	2
Committed*			82	0	0	21				0			
Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
Growth 0.5%	0	0	0	0	0	0	0	0	2	0	0	1	0
Growth 0.5% or Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
2028 Bckgrnd Volumes	**0**	**42**	**83**	**32**	**11**	**17**	**17**	**28**	**336**	**12**	**12**	**229**	**34**
Assignment		20%		40%				10%					20%
in/out		out		out				in					in
Project		42		84				13					26
Post	**0**	**84**	**83**	**116**	**11**	**17**	**17**	**41**	**336**	**12**	**12**	**229**	**60**
Existing	0	39	1	26	6	1	16	26	313	10	11	214	32
Pre	0	42	83	32	6	22	17	28	336	12	12	229	34
Post	0	84	83	116	11	17	17	41	336	12	12	229	60

* Committed Traffic EBT from 10th Ave N and Florida Mango Road is 82 (82 + 0 + 0) WBT from 10th Ave N and Congress Boulevard is 21 (2 + 9 + 10)

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 12
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	6	0	5	0	21	2	12	13	67	12	6	60	3	207
4:15 PM	4:30 PM	0	7	0	3	0	17	1	11	3	78	12	10	78	10	230
4:30 PM	4:45 PM	0	10	0	3	0	21	0	5	5	90	14	12	72	2	234
4:45 PM	5:00 PM	0	4	0	5	0	15	1	22	5	79	12	6	78	3	230
5:00 PM	5:15 PM	0	3	0	7	0	19	2	9	6	94	6	6	95	0	247
5:15 PM	5:30 PM	0	4	0	7	0	28	1	12	5	95	10	5	74	4	245
5:30 PM	5:45 PM	0	4	0	9	0	14	1	12	2	92	11	5	86	2	238
5:45 PM	6:00 PM	0	1	1	3	0	14	0	12	6	79	14	10	60	2	202
		0	39	1	42	0	149	8	95	45	674	91	60	603	26	1833
Peak Hour Traffic Volume																
4:45 PM	5:45 PM	0	15	0	28	0	76	5	55	18	360	39	22	333	9	960

Count Taken:	6/6/2023	
Buildout year:	2028	
Growth Rate:	1.0%	0.5%
Seasonal Factor:	1.08	

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/6/2023	**1/1/1900**	0	15	0	28	0	76	5	55	18	360	39	22	333	9
Seasonal Factor		0	1	0	2	0	6	0	4	1	29	3	2	27	1
Adjusted Volumes		0	16	0	30	0	82	5	59	19	389	42	24	360	10
Estimated 2023		**0**	**16**	**0**	**30**	**0**	**82**	**5**	**59**	**19**	**389**	**42**	**24**	**360**	**10**
Growth 1%		0	1	0	2	0	6	0	4	1	28	3	2	26	1
Committed*				51	0	0	0	5				0			
Committed + 1%		0	1	51	2	0	6	5	4	1	28	3	2	26	1
Growth 0.5%		0	0	0	0	0	0	0	0	0	2	0	0	2	
Growth 0.5% or Committed + 1%		0	1	51	2	0	6	5	4	1	28	3	2	26	1
2028 Bckgrnd Volumes		**0**	**17**	**51**	**32**	**0**	**93**	**5**	**63**	**20**	**417**	**45**	**26**	**386**	**11**
Assignment			20%		40%					10%					20%
in/out			out		out					in					in
Project			18		36					19					37
Post		**0**	**35**	**51**	**68**	**0**	**93**	**5**	**63**	**39**	**417**	**45**	**26**	**386**	**48**
Existing		0	16	0	30	0	82	5	59	19	389	42	24	360	10
Pre		0	17	51	32	0	88	10	63	20	417	45	26	386	11
Post		0	35	51	68	0	93	5	63	39	417	45	26	386	48

* Committed Traffic EBT from 10th Ave and Florida Mango Road is 51 (51 + 0 + 0) WBT from Florida Mango Road and Forest Hill is 5 (0 + 1 + 4)

HCS7 Two-Way Stop-Control Report

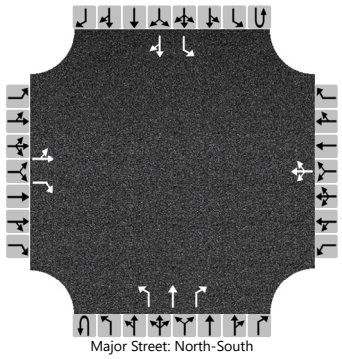
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development AM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		84	83	116		11	17	17		41	336	12		12	229	60
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		176		122			47			43				13		
Capacity, c (veh/h)		306		766			325			1257				1192		
v/c Ratio		0.57		0.16			0.15			0.03				0.01		
95% Queue Length, Q_{95} (veh)		3.4		0.6			0.5			0.1				0.0		
Control Delay (s/veh)		31.5		10.6			18.0			8.0				8.1		
Level of Service (LOS)		D		B			C			A				A		
Approach Delay (s/veh)	22.9				18.0				0.8				0.3			
Approach LOS	C				C											

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HCS7 Two-Way Stop-Control Report

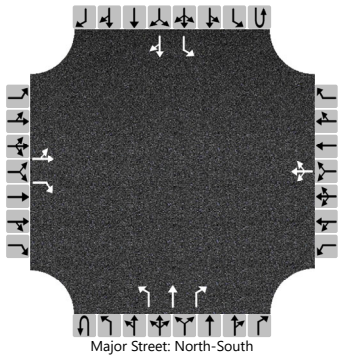
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development PM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		35	51	68		93	5	63		39	417	45		26	386	48
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized		No								No						
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		91		72			169			41				27		
Capacity, c (veh/h)		191		624			198			1104				1077		
v/c Ratio		0.47		0.11			0.86			0.04				0.03		
95% Queue Length, Q_{95} (veh)		2.3		0.4			6.4			0.1				0.1		
Control Delay (s/veh)		39.8		11.5			80.4			8.4				8.4		
Level of Service (LOS)		E		B			F			A				A		
Approach Delay (s/veh)		27.3				80.4				0.7				0.5		
Approach LOS		D				F										

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MacKenzie
Engineering & Planning, Inc.

APPENDICES

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17[a]	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue[b]	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA)[h]	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA)[h]	710	1000 S.F.	Ln(T) = 0.87 Ln(X) + 3.05	10%	88/12	Ln(T) = 0.86Ln(X) + 1.16	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	T=42.97(X)-108.01	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre[c]	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
Services	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88[d]	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store[e]	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated)[g]	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12)

b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split

c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.

d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: Florida Mango Rd
CURRENT YEAR: 2023
ANALYSIS YEAR: 2028
GROWTH RATE: 0%
STATION: 4212
FROM: 10th Ave N
TO: Forest Hill Blvd
COUNT DATE: NA
PSF: 0

Report Created
9/22/2023

Link Analysis

Time Period		AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB	
Existing Volume	0	0	0	0	0	0	
Peak Volume	0	0	0	0	0	0	
Diversion(%)	0	0	0	0	0	0	
Volume after Diversion	0	0	0	0	0	0	
Committed Developments							Type	% Complete
Circus Trix	0	0	0	2	1	1	NR	25%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
2773 Public Charter School	11	6	5	2	1	1	NR	75%
Boutwell Road Apartments	15	10	5	18	7	11	Res	0%
Golden Roads Apartments	12	9	2	14	5	9	Res	0%
Waterside Plaza	4	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	38	18	20	42	21	21	NR	15%
7-Eleven - 1900 10th Ave	19	9	10	17	9	9	NR	10%
Total Committed Developments	100	54	44	102	47	55		
Total Committed Residential	27	19	7	32	12	20		
Total Committed Non-Residential	73	35	37	70	35	35		
Double Count Reduction	7	5	2	8	3	5		
Total Discounted Committed Developments	93	49	42	94	44	50		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	93	49	42	94	44	50		
Growth Volume Used	93	49	42	94	44	50		
Total Volume	93	49	42	94	44	50		
Lanes	2L							
LOS D Capacity	1480	880	880	1480	880	880		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	1570	880	880	1570	880	880		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: 10th Ave N | STATION: 4203 | Report Created
CURRENT YEAR: 2020 | FROM: Midpoint | 9/22/2023
ANALYSIS YEAR: 2028 | TO: N Interstate 95
GROWTH RATE: 0% | COUNT DATE: 2/24/2020
PSF: 1

Link Analysis

Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	18	13	5	22	9	13	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Boutwell Road Apartments	77	52	25	92	36	56	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	5	3	3	2	1	1	NR	75%
7-Eleven - 1900 10th Ave	88	45	44	81	41	40	NR	10%
3322 Boutwell Road	8	6	2	7	2	4	Res	0%
2209 7th Ave N	10	2	8	8	5	3	NR	0%
Total Committed Developments	468	257	213	515	238	275		
Total Committed Residential	187	126	61	242	99	142		
Total Committed Non-Residential	281	131	152	273	139	133		
Double Count Reduction	47	26	15	55	25	27		
Total Discounted Committed Developments	421	231	198	460	213	248		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	674	377	313	725	348	379		
Growth Volume Used	674	377	313	725	348	379		
Total Volume	3722	2139	1706	3927	1973	1956		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME:	10th Ave N	STATION:	4203	Report Created
CURRENT YEAR:	2020	FROM:	Florida Mango	9/22/2023
ANALYSIS YEAR:	2028	TO:	Boutwell Rd	
GROWTH RATE:	0%	COUNT DATE:	2/24/2020	
		PSF:	1	

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	62	20	42	73	44	29	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Waterside Plaza	6	3	3	3	1	2	NR	75%
10th Avenue & Florida Mango	83	39	44	93	45	47	NR	25%
7-Eleven - 1900 10th Ave	71	36	36	65	33	32	NR	10%
3322 Boutwell Road	5	1	4	4	3	2	Res	0%
2209 7th Ave N	10	8	2	8	3	5	NR	0%
Total Committed Developments	389	201	190	503	249	255		
Total Committed Residential	145	77	68	181	89	94		
Total Committed Non-Residential	244	124	122	322	160	161		
Double Count Reduction	36	19	17	45	22	24		
Total Discounted Committed Developments	353	182	173	458	227	231		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	606	328	288	723	362	362		
Growth Volume Used	606	328	288	723	362	362		
Total Volume	3654	2090	1681	3925	1987	1939		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	NO	NO	YES	NO	NO	NO		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	NO	NO	YES	NO	NO	NO		

A	B	C	D	E	F	G	H	I

Input Data

ROAD NAME: 10th Ave N
CURRENT YEAR: 2020
ANALYSIS YEAR: 2028
GROWTH RATE: 0%
STATION: 4203
FROM: Congress
TO: Florida Mango Rd
COUNT DATE: 2/24/2020
PSF: 1
Report Created: 9/22/2023

Link Analysis

Time Period		AM			PM	
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	10	8	2	12	4	8	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	46	15	31	55	33	22	Res	0%
Golden Roads Apartments	35	7	28	43	28	15	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	5	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	50	26	23	56	28	27	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
7-Eleven - 1900 10th Ave	52	27	26	48	24	24	NR	10%
Brave Little Stars Academy	7	4	4	7	4	4	NR	0%
Total Committed Developments	317	145	172	466	248	219		
Total Committed Residential	102	34	67	129	75	54		
Total Committed Non-Residential	215	111	105	337	173	165		
Double Count Reduction	26	9	17	32	19	14		
Total Discounted Committed Developments	291	136	155	434	229	205		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	544	282	270	699	364	336		
Growth Volume Used	544	282	270	699	364	336		
Total Volume	3592	2044	1663	3901	1989	1913		
Lanes	5L							
LOS D Capacity	3220	1770	1770	3220	1770	1770		
Link Meets Test 1?	NO	NO	YES	NO	NO	NO		
LOS E Capacity	3400	1870	1870	3400	1870	1870		
Link Meets Test 2?	NO	NO	YES	NO	NO	NO		

A	B	C	D	E	F	G	H	I	J	K	L

Input Data

E-W Street: 10th Ave N | COUNT DATE: 12/15/2020 | Report Created
N-S STREET: Congress Ave | CURRENT YEAR: 2020 | 6/5/2023
TIME PERIOD: AM | ANALYSIS YEAR: 2028
GROWTH RATE: 0.58% | PSF: 1.03
SIGNAL ID: 35810

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	2	2	0	0	2	3	2	0	3
Tonset Property	1	0	0	0	0	1	0	1	0	8	8
APEC Petroleum	0	6	0	7	6	6	0	0	7	6	0
Boutwell Road Apartments	0	5	0	10	10	10	0	0	5	5	0
Lake Worth Middle School	0	14	0	7	11	2	0	0	8	2	0
Residences at Lake Worth	0	0	2	1	0	0	5	5	3	0	2
Lantana Airport SDA1	0	0	23	0	0	0	6	8	0	0	29
East Parcel Annex	0	0	7	7	0	0	6	6	6	0	7
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	1	1	0	5	4	0	0	2	1	0	8
Waterside Plaza	0	2	0	1	1	1	0	0	2	2	0
Mid-County Center	1	1	0	3	1	0	0	2	2	0	3
Soma Medical Center	0	0	1	1	0	0	5	5	5	0	1
Lantana Airport SDA2	0	0	4	0	0	0	1	1	0	0	5
Forest Hill / Congress Pharmacy	1	0	0	0	0	1	0	1	0	1	1
Walmart-Palm Springs	0	6	0	3	5	3	0	0	4	3	0
Golden Roads Apartments	0	2	0	9	9	9	0	0	2	2	0
AutoZone #6361	1	0	0	0	0	1	0	1	0	1	1
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	2	8	2	25	23	20	5	8	11	15	18
Total Committed Non-Residential	7	29	35	29	24	18	18	28	34	19	51
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	0	0	0	0	0	0	0	0	0
Historical Growth	0	0	0	0	0	0	0	0	0	0	0
Comm Dev+1% Growth	0	0	0	0	0	0	0	0	0	0	0
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0

Input Data

E-W Street: 10th Ave N | COUNT DATE: 12/15/2020 | Report Created
N-S STREET: Congress Ave | CURRENT YEAR: 2020 | 6/5/2023

TIME PERIOD: PM ANALYSIS YEAR: 2028

GROWTH RATE: 0.58% PSF: 1.03

SIGNAL ID: 35810

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	1	1	0	0	1	2	1	0	2
Tonset Property	5	0	0	0	0	8	0	8	0	4	4
APEC Petroleum	0	6	0	6	6	5	0	0	6	5	0
Boutwell Road Apartments	0	11	0	7	7	7	0	0	11	11	0
Lake Worth Middle School	0	4	0	2	4	1	0	0	2	0	0
Residences at Lake Worth	0	0	5	3	0	0	3	3	2	0	5
Lantana Airport SDA1	0	0	8	0	0	0	22	28	0	0	10
East Parcel Annex	0	0	25	25	0	0	27	27	27	0	25
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	6	6	0	6	4	0	0	12	8	0	9
Waterside Plaza	0	1	0	1	1	1	0	0	1	1	0
Mid-County Center	1	1	0	2	1	0	0	4	4	0	2
Soma Medical Center	0	0	4	4	0	0	2	2	2	0	4
Lantana Airport SDA2	0	0	2	0	0	0	5	7	0	0	2
Forest Hill / Congress Pharmacy	3	0	0	0	0	3	0	5	0	3	5
Walmart-Palm Springs	0	24	0	16	25	13	0	0	15	12	0
Golden Roads Apartments	0	9	0	5	5	5	0	0	9	9	0
Palm Springs Park of Commerce	0	0	0	0	0	0	1	0	1	0	0
AutoZone #6361	5	0	0	0	0	5	0	5	0	6	6
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	6	26	5	21	16	12	3	15	30	20	14
Total Committed Non-Residential	13	36	39	56	37	32	57	82	58	31	58
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	13	36	39	56	37	32	57	82	58	31	58
Historical Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Comm Dev+1% Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	1	1	0	0	1	2	1	0	2

M	N	O
Right 0% 0		
	Type	% Complete
0	NR	81%
6	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
1	NR	50%
0	NR	75%
0	Res	0%
1	NR	0%
0		
10		
7		
0		
0		
0		
0		
0		
0		

Right		
0%		
0		
	Type	% Complete
0	NR	81%
3	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
3	NR	50%
0	NR	75%
0	Res	0%
0	NR	75%
6	NR	0%
0		
4		
14		
0		
14		

0
0
0
0

A	B	C	D	E	F	G	H	I	J	K

Input Data

E-W Street: 10th Ave N
N-S STREET: Florida Mango Rd
TIME PERIOD: AM
GROWTH RATE: 1.18%
SIGNAL ID: 35820

COUNT DATE: 11/26/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2028
PSF: 1.04

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	183	1065	15	16	757	156	24	11	21	203
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	190	1108	16	17	787	162	25	11	22	211
Committed Developments										
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	11	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	15	0	0	31	10	0	0	0	5
Lake Worth Middle School	0	14	0	0	11	2	0	0	0	2
The Village at Lake Worth	0	0	0	0	1	1	0	0	0	0
Residences at Lake Worth	0	3	0	0	1	0	0	0	0	0
Mid-County Center	0	2	0	0	3	0	0	0	0	0
Lake Worth Corners	1	1	0	0	5	0	0	0	0	0
Walmart-Palm Springs	1	10	0	0	11	0	0	0	0	0
Golden Roads Apartments	0	7	0	0	28	9	0	0	0	2
Total Committed Developments	3	72	0	0	112	22	0	0	0	9
Total Committed Residential	1	26	0	0	66	20	0	0	0	7
Total Committed Non-Residential	2	46	0	0	46	2	0	0	0	2
Double Count Reduction	0	7	0	0	9	0	0	0	0	0
Total Discounted Committed	3	65	0	0	103	22	0	0	0	9
Historical Growth	24	138	2	2	98	20	3	1	3	26
Comm Dev+1% Growth	23	181	2	2	185	39	3	1	2	31
Growth Volume Used	24	181	2	2	185	39	3	1	3	31
Total Volume	214	1289	18	19	972	201	28	12	25	242

Input Data

E-W Street: 10th Ave N
N-S STREET: Florida Mango Rd
TIME PERIOD: PM
GROWTH RATE: 1.18%
SIGNAL ID: 35820

COUNT DATE: 11/26/2018
CURRENT YEAR: 2018
ANALYSIS YEAR: 2028
PSF: 1.04

Intersection Volume Development

Eastbound	Westbound	Northbound	

	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	320	866	21	31	1267	276	33	5	11	179
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	333	901	22	32	1318	287	34	5	11	186
Committed Developments										
WAWA - SEC 10th and Military Trail	0	7	0	0	7	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	10	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	33	0	0	22	7	0	0	0	11
Lake Worth Middle School	0	4	0	0	4	1	0	0	0	0
The Village at Lake Worth	0	1	0	0	1	0	0	0	0	1
Residences at Lake Worth	0	2	0	0	3	0	0	0	0	0
Mid-County Center	0	3	0	0	2	0	0	0	0	0
Lake Worth Corners	4	8	0	0	6	0	0	0	0	0
Walmart-Palm Springs	3	51	0	0	48	0	0	0	0	0
Golden Roads Apartments	0	28	0	0	15	5	0	0	0	9
Total Committed Developments	8	148	0	0	120	13	0	0	0	21
Total Committed Residential	4	72	0	0	47	12	0	0	0	21
Total Committed Non-Residential	4	76	0	0	73	1	0	0	0	0
Double Count Reduction	1	15	0	0	12	0	0	0	0	0
Total Discounted Committed	7	133	0	0	108	13	0	0	0	21
Historical Growth	41	112	3	4	164	36	4	1	1	23
Comm Dev+1% Growth	42	227	2	3	246	43	4	1	1	40
Growth Volume Used	42	227	3	4	246	43	4	1	1	40
Total Volume	375	1128	25	36	1564	330	38	6	12	226

L	M	N	O

Report Created
6/6/2023

Southbound	
Thru	Right
7	250
0%	0%
7	260

		Type	% Complete
0	0	NR	Expired
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	Expired
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	2	Res	0%
0	1	NR	Expired
0	0	Res	0%
0	4		
0	2		
0	2		
0	0		
0	4		

1	32
1	31
1	32
8	292

Report Created
6/6/2023

Southbound

Thru	Right		
7	301		
0%	0%		
7	313		
		Type	% Complete
0	0	NR	0%
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	77.20%
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	3	Res	0%
0	3	NR	75%
0	0	Res	0%
0	7		
0	3		
0	4		
0	1		
0	6		
1	39		
1	39		
1	39		
8	352		

A	B	C	D	E	F	G	H	I	J	K

Input Data

E-W Street:	Forest Hill Blvd	COUNT DATE:	5/13/2019
N-S STREET:	Florida Mango Rd	CURRENT YEAR:	2019
TIME PERIOD:	AM	ANALYSIS YEAR:	2028
GROWTH RATE:	0.87%	PSF:	1.03
SIGNAL ID:	33510		

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	118	1750	95	133	1122	87	122	215	334	210
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	122	1803	98	137	1156	90	126	221	344	216
Committed Developments										
Summit/Congress Plaza	0	0	0	0	0	0	0	0	0	0
Circus Trix	0	0	0	0	0	0	0	0	0	0
Boutwell Road Apartments	0	0	2	3	0	0	3	0	5	0
Lake Worth Middle School	0	0	2	2	0	0	2	0	2	0
CHS Properties	0	0	0	0	0	0	0	0	0	0
2773 Public Charter School	0	0	0	0	0	0	0	0	0	0
Walmart-Palm Springs	0	0	0	0	0	0	0	0	0	0
Forest Hill / Congress Pharmacy	0	0	0	0	0	0	0	0	0	0
Golden Roads Apartments	0	0	1	1	0	0	5	0	5	0
Congress Center	0	0	0	0	0	0	0	0	0	0
Total Committed Developments	0	0	5	6	0	0	10	0	12	0
Total Committed Residential	0	0	3	4	0	0	8	0	10	0
Total Committed Non-Residential	0	0	2	2	0	0	2	0	2	0
Double Count Reduction	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	5	6	0	0	10	0	12	0
Historical Growth	10	146	8	11	94	7	10	18	28	18
Comm Dev+1% Growth	11	169	14	19	108	8	22	21	44	20
Growth Volume Used	11	169	14	19	108	8	22	21	44	20
Total Volume	133	1972	112	156	1264	98	148	242	388	236

Input Data

E-W Street:	Forest Hill Blvd	COUNT DATE:	5/13/2019
N-S STREET:	Florida Mango Rd	CURRENT YEAR:	2019
TIME PERIOD:	PM	ANALYSIS YEAR:	2028
GROWTH RATE:	0.87%	PSF:	1.03
SIGNAL ID:	33510		

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left

Existing Volume	99	1070	140	205	1334	113	147	149	129	99
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	102	1102	144	211	1374	116	151	153	133	102
Committed Developments										
Summit/Congress Plaza	0	7	0	0	7	0	0	0	0	0
Circus Trix	0	8	1	0	8	0	1	0	0	0
Boutwell Road Apartments	0	0	3	6	0	0	2	0	4	0
Lake Worth Middle School	0	0	0	0	0	0	1	0	1	0
CHS Properties	0	2	0	0	2	1	0	0	0	1
2773 Public Charter School	0	0	0	0	0	1	0	1	0	1
Walmart-Palm Springs	0	3	0	3	3	0	0	0	3	0
Forest Hill / Congress Pharmacy	3	8	3	0	7	0	3	0	0	0
Golden Roads Apartments	0	0	5	5	0	0	3	0	3	0
Congress Center	0	3	0	0	3	0	0	0	0	0
Total Committed Developments	3	31	12	14	30	2	10	1	11	2
Total Committed Residential	0	0	8	11	0	0	5	0	7	0
Total Committed Non-Residential	3	31	4	3	30	2	5	1	4	2
Double Count Reduction	0	0	1	1	0	0	1	0	1	0
Total Discounted Committed	3	31	11	13	30	2	9	1	10	2
Historical Growth	8	89	12	17	111	9	12	12	11	8
Comm Dev+1% Growth	13	134	24	33	159	13	23	15	22	12
Growth Volume Used	13	134	24	33	159	13	23	15	22	12
Total Volume	115	1236	168	244	1533	129	174	168	155	114

L	M	N	O

Report Created
6/6/2023

Southbound	
Thru	Right
183	172
0%	0%
188	177

		Type	% Complete	
0	0	NR	Expired	
0	0	NR	Expired	
0	0	Res		0%
0	0	NR	Expired	
0	0	NR		82%
0	0	NR	Expired	
0	0	NR	Expired	
0	0	NR	Expired	
0	0	Res		0%
0	0	NR	Expired	
0	0			
0	0			
0	0			
0	0			
0	0			

15	14
18	17
18	17
206	194

Report Created
6/6/2023

Southbound	
Thru	Right

135	96		
0%	0%		
139	99		
		Type	% Complete
0	0	NR	68.75%
0	0	NR	25%
0	0	Res	0%
0	0	NR	77.20%
0	0	NR	72%
1	0	NR	75%
0	0	NR	75%
0	3	NR	50%
0	0	Res	0%
0	0	NR	0%
1	3		
0	0		
1	3		
0	0		
1	3		

11	8
14	12
14	12
153	111

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9301 CEN.-W OF US1 TO SR7

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	0.98	1.02
2	01/02/2022 - 01/08/2022	1.00	1.04
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.00	1.04
5	01/23/2022 - 01/29/2022	0.99	1.03
* 6	01/30/2022 - 02/05/2022	0.97	1.01
* 7	02/06/2022 - 02/12/2022	0.96	1.00
* 8	02/13/2022 - 02/19/2022	0.95	0.99
* 9	02/20/2022 - 02/26/2022	0.95	0.99
*10	02/27/2022 - 03/05/2022	0.95	0.99
*11	03/06/2022 - 03/12/2022	0.95	0.99
*12	03/13/2022 - 03/19/2022	0.95	0.99
*13	03/20/2022 - 03/26/2022	0.95	0.99
*14	03/27/2022 - 04/02/2022	0.96	1.00
*15	04/03/2022 - 04/09/2022	0.96	1.00
*16	04/10/2022 - 04/16/2022	0.96	1.00
*17	04/17/2022 - 04/23/2022	0.97	1.01
*18	04/24/2022 - 04/30/2022	0.97	1.01
19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.03	1.07
24	06/05/2022 - 06/11/2022	1.04	1.08
25	06/12/2022 - 06/18/2022	1.06	1.10
26	06/19/2022 - 06/25/2022	1.07	1.11
27	06/26/2022 - 07/02/2022	1.08	1.13
28	07/03/2022 - 07/09/2022	1.08	1.13
29	07/10/2022 - 07/16/2022	1.09	1.14
30	07/17/2022 - 07/23/2022	1.08	1.13
31	07/24/2022 - 07/30/2022	1.07	1.11
32	07/31/2022 - 08/06/2022	1.05	1.09
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.03	1.07
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.01	1.05
41	10/02/2022 - 10/08/2022	0.99	1.03
42	10/09/2022 - 10/15/2022	0.97	1.01
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	1.00	1.04
46	11/06/2022 - 11/12/2022	1.01	1.05
47	11/13/2022 - 11/19/2022	1.02	1.06
48	11/20/2022 - 11/26/2022	1.01	1.05
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.98	1.02
52	12/18/2022 - 12/24/2022	1.00	1.04
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

COUNTY: 93
STATION: 0170
DESCRIPTION: 10 AVE/LAKE WORTH - W OF SR 9/I-95 (COUNTY LINK: 4
START DATE: 10/05/2022
START TIME: 0000

	DIRECTION: E					DIRECTION: W					COMBINED
TIME	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL	TOTAL
0000	32	22	31	25	110	60	52	37	30	179	289
0100	25	21	21	21	88	35	33	28	18	114	202
0200	14	19	17	9	59	22	22	20	19	83	142
0300	17	16	24	25	82	17	16	23	16	72	154
0400	24	41	45	60	170	16	19	24	38	97	267
0500	80	107	191	180	558	51	43	76	114	284	842
0600	256	363	409	367	1395	152	184	217	295	848	2243
0700	407	443	399	391	1640	276	285	333	360	1254	2894
0800	404	429	411	334	1578	278	319	292	333	1222	2800
0900	351	326	317	322	1316	287	281	253	279	1100	2416
1000	295	313	307	296	1211	284	268	290	270	1112	2323
1100	306	304	316	291	1217	301	281	311	303	1196	2413
1200	340	343	349	286	1318	288	314	310	301	1213	2531
1300	298	338	301	362	1299	311	304	303	308	1226	2525
1400	313	329	326	360	1328	315	313	329	297	1254	2582
1500	315	342	364	392	1413	345	350	370	397	1462	2875
1600	427	337	415	401	1580	372	380	365	397	1514	3094
1700	460	368	351	353	1532	199	143	85	275	702	2234
1800	336	383	318	332	1369	261	324	340	347	1272	2641
1900	299	291	262	258	1110	294	279	297	276	1146	2256
2000	241	198	222	187	848	254	231	232	212	929	1777
2100	176	169	171	151	667	157	210	189	179	735	1402
2200	143	126	125	108	502	147	150	155	119	571	1073
2300	85	80	65	44	274	98	91	100	69	358	632
24-HOUR TOTALS:					22664					19943	42607

PEAK VOLUME INFORMATION

	DIRECTION: E		DIRECTION: W		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	700	1640	730	1290	730	2913
P.M.	1630	1644	1530	1519	1600	3094
DAILY	1630	1644	1530	1519	1600	3094

TRUCK PERCENTAGE 8.20 6.99 7.63

CLASSIFICATION SUMMARY DATABASE

DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK	TOTVOL
E	454	15525	3763	102	1479	99	16	57	73	5	5	15	7	0	1064	1858	22664
W	169	14819	2945	79	737	162	203	52	86	24	5	38	9	0	615	1395	19943

GENERATED BY SPS 5.0.0.61

PSCF = 1.03

AM

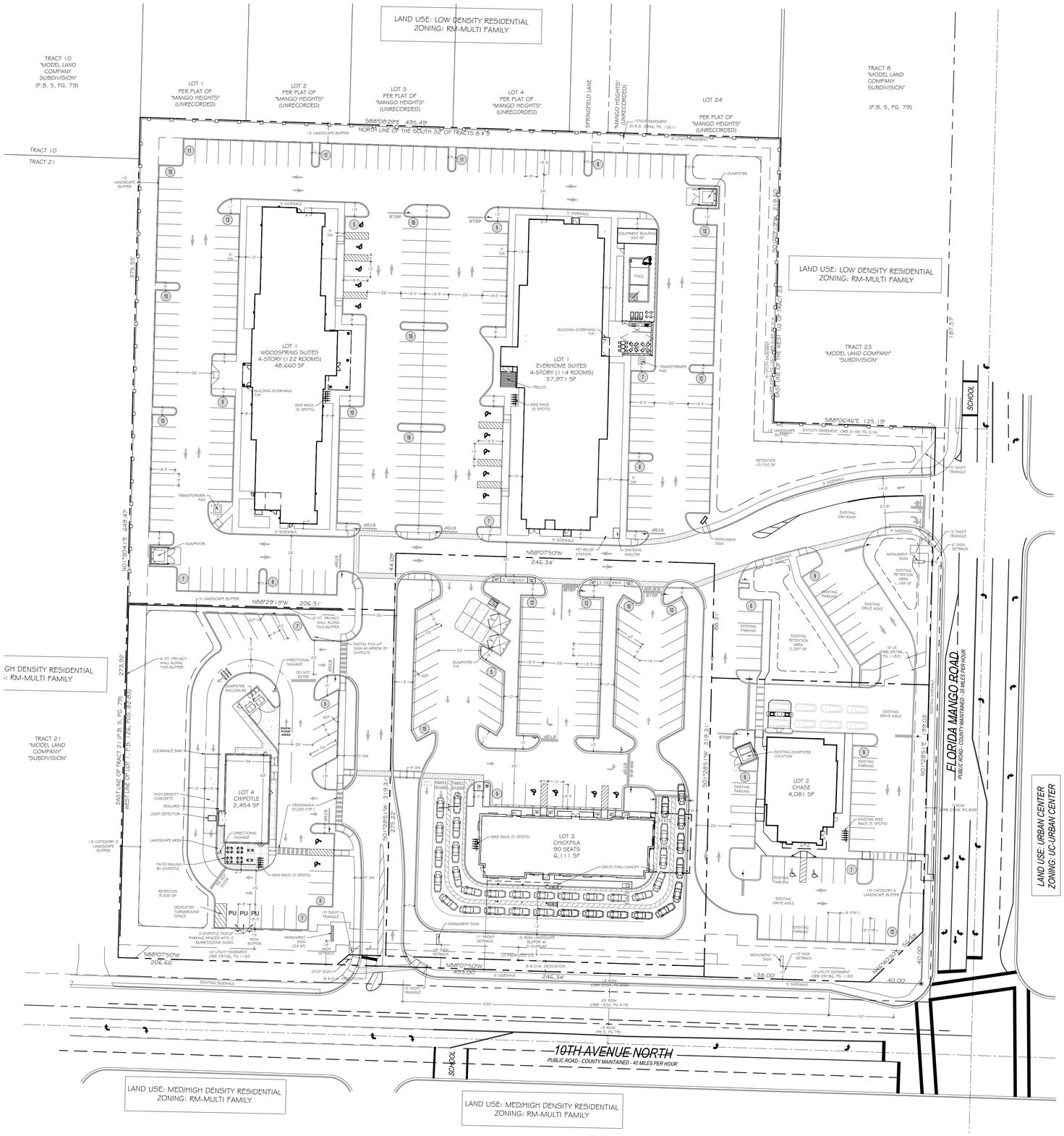
EB = 1640 x 1.03 = 1,689

WB = 1290 x 1.03 = 1,329

PM

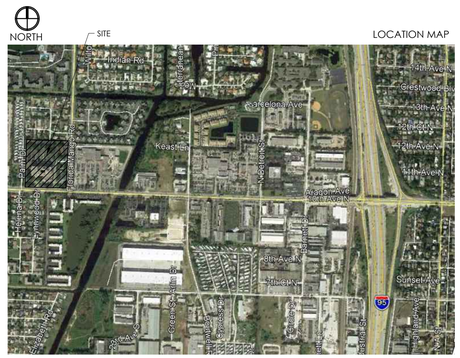
EB = 1644 x 1.03 = 1639

WB = 1519 x 1.03 = 1565



SITE DATA	
ADDRESS	2601 10TH AVE. NORTH, PALM SPRINGS, FL.
PCN	70-43-44-20-39-000-0010 & 70-43-44-20-39-000-0020
OWNER	10th AVENUE PARTNERSHIP, LTD.
GROSS SITE AREA	8.61 AC or 374,995.96 SF
8' ROW DEDICATION	2,233 SF
NET SITE AREA	8.56 AC or 372,762.96 SF
TOTAL OPEN SPACE REQUIRED (20%)	1.71 AC or 74,553 SF of Net Site Area
TOTAL OPEN SPACE AREA PROVIDED	XX AC. or XX SF (Lots 1 - 4) XX% of Net Site Area
LOT 1 (EVERHOME SUITES & WOODSPRING SUITS):	
TOTAL SITE AREA	4.63 AC. or 201,614.96 SF
TOTAL OPEN SPACE REQUIRED	40,323 SF (20%)
TOTAL OPEN SPACE PROVIDED	XX SF (XX%)
BUILDING SF	106,981 SF
FAR	0.14
REQUIRED/PROVIDED PARKING	REQUIRED: 236 / PROVIDED: 238 (10 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 10 / PROVIDED: 10
LOT 2 (CHASE BANK):	
TOTAL SITE AREA	0.87 AC. or 38,007 SF
TOTAL OPEN SPACE REQUIRED	7,601 SF (20%)
TOTAL OPEN SPACE PROVIDED	9,880 SF (26%)
BUILDING SF	4,081 SF
FAR	0.11
REQUIRED/PROVIDED PARKING	REQUIRED: 21 / PROVIDED: 34 (2 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 5 / PROVIDED: 5
LOT 3 (CHICKFILA):	
NET SITE AREA	1.76 AC. or 76,684 SF
TOTAL OPEN SPACE REQUIRED	15,337 SF (20%)
TOTAL OPEN SPACE PROVIDED	XX SF (XX%)
BUILDING SF	2,358 SF
FAR	0.03
REQUIRED/PROVIDED PARKING	REQUIRED: 30 / PROVIDED: 68 (4 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 5 / PROVIDED: 5
LOT 4 (CHIPOTLE):	
NET SITE AREA	1.3 AC. or 56,457 SF
TOTAL OPEN SPACE REQUIRED	11,291 SF (20%)
TOTAL OPEN SPACE PROVIDED	XX (41%)
BUILDING SF	5,240 SF
FAR	0.09
REQUIRED/PROVIDED PARKING	REQUIRED: 18 / PROVIDED: 24 (2 ADA)
REQUIRED/PROVIDED BIKE SPOTS	REQUIRED: 5 / PROVIDED: 5

NOTES:
-Any existing or proposed utility box/cabinet shall be screened from view. The box/cabinet will be wrapped with a match design accordingly with the existing/proposed location.



insite studio
planning + landscape architecture
3601 PGA Blvd, Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | License #: LC26000606

Consultants:

Revisions:

VILLAGE COLLECTION OF PALM SPRINGS

10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

NORTH

0 20' 40' 80'

SCALE: 1" = 40'-0"

Drawn By:	ZAK
Drawing #:	1034
Date:	08/24/2023

OVERALL SITE PLAN

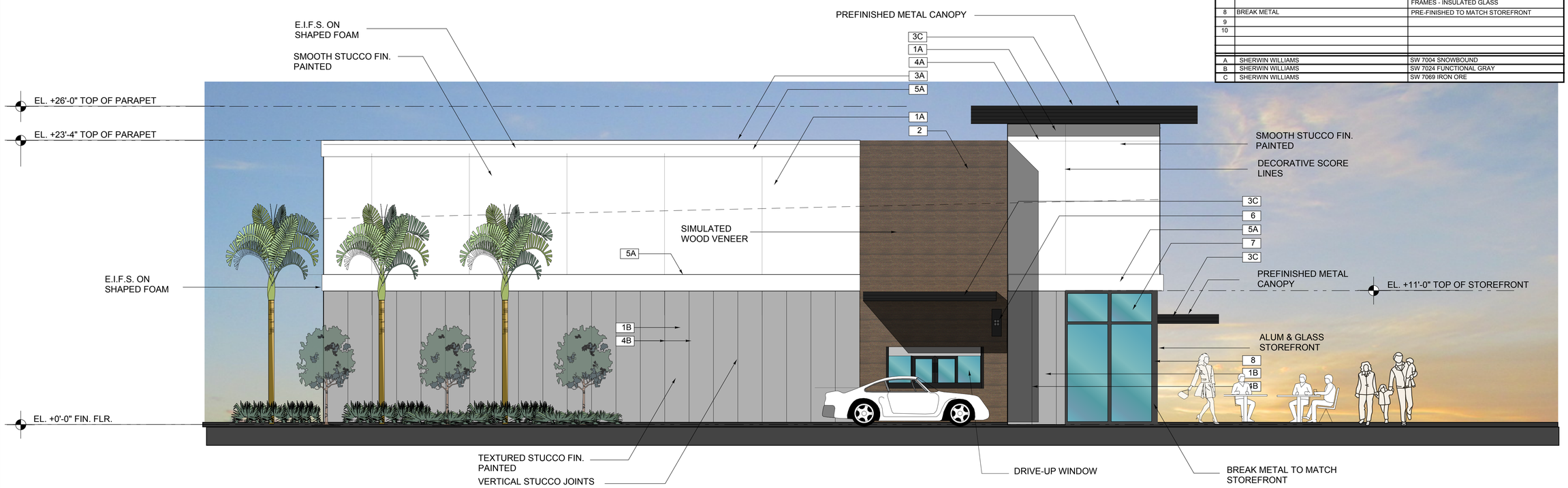
SHEET # OSP.1

DESIGN COMPATIBILITY (EXISTING CHASE BANK BUILDING):

-CONTEMPORARY ARCHITECTURAL STYLE
-CANTILEVERED METAL CANOPIES AT ENTRIES
-DECORATIVE SCORE LINE PATTERNS
-ARTICULATED FLAT PARAPETS
-LARGE AREAS OF FENESTRATION

MATERIAL SCHEDULE

MK	Material	Finish
1	CEMENT PLASTER	SMOOTH FINISH - PAINT
2	SIMULATED WOOD VENEER	ARCHITECTURAL VENEER : TRESPA ROMANTIC WALNUT SIDING OR EQUAL
3	METAL	PRE-FINISHED ALUM. CANOPY - BLACK
4	DECORATIVE SCORE LINES	1/2" PVC SCREED - PAINT
5	E.I.F.S. ON SHAPED FOAM	SMOOTH FINISH - PAINT
6	ARCHITECTURAL LIGHT FIXTURE	BLACK FINISH
7	ALUM & GLASS STOREFRONT	PRE-FINISHED CHARCOAL WINDOW / DOOR FRAMES - INSULATED GLASS
8	BREAK METAL	PRE-FINISHED TO MATCH STOREFRONT
9		
10		
A	SHERWIN WILLIAMS	SW 7004 SNOWBOUND
B	SHERWIN WILLIAMS	SW 7024 FUNCTIONAL GRAY
C	SHERWIN WILLIAMS	SW 7069 IRON ORE



SIDE (DRIVE-THRU) ELEVATION (WEST)

1/4" = 1'-0"



FRONT ELEVATION (SOUTH)

1/4" = 1'-0"

TUTTLE DESIGN LLC
561-860-2905
HAROLD TUTTLE
AR #0015395

CHIPOTLE SHELL BUILDING
VILLAGE VOLLECTION OF PALM SPRINGS
10TH AVE. N. & FLORIDA MANGO RD.
VILLAGE OF PALM SPRINGS, FLORIDA

REVISIONS	DATE

Contract	
Permit	
Bid	
Date	9/10/23
Scale	AS NOTED
Drawn	HT
Job	2023-41
Sheet	A3.01C
Of	X/X Sheets

DESIGN COMPATIBILITY (EXISTING CHASE BANK BUILDING):

-CONTEMPORARY ARCHITECTURAL STYLE
-CANTILEVERED METAL CANOPIES AT ENTRIES
-DECORATIVE SCORE LINE PATTERNS
-ARTICULATED FLAT PARAPETS
-LARGE AREAS OF FENESTRATION

MATERIAL SCHEDULE

MK	Material	Finish
1	CEMENT PLASTER	SMOOTH FINISH - PAINT
2	SIMULATED WOOD VENEER	ARCHITECTURAL VENEER : TRESPA ROMANTIC WALNUT SIDING OR EQUAL
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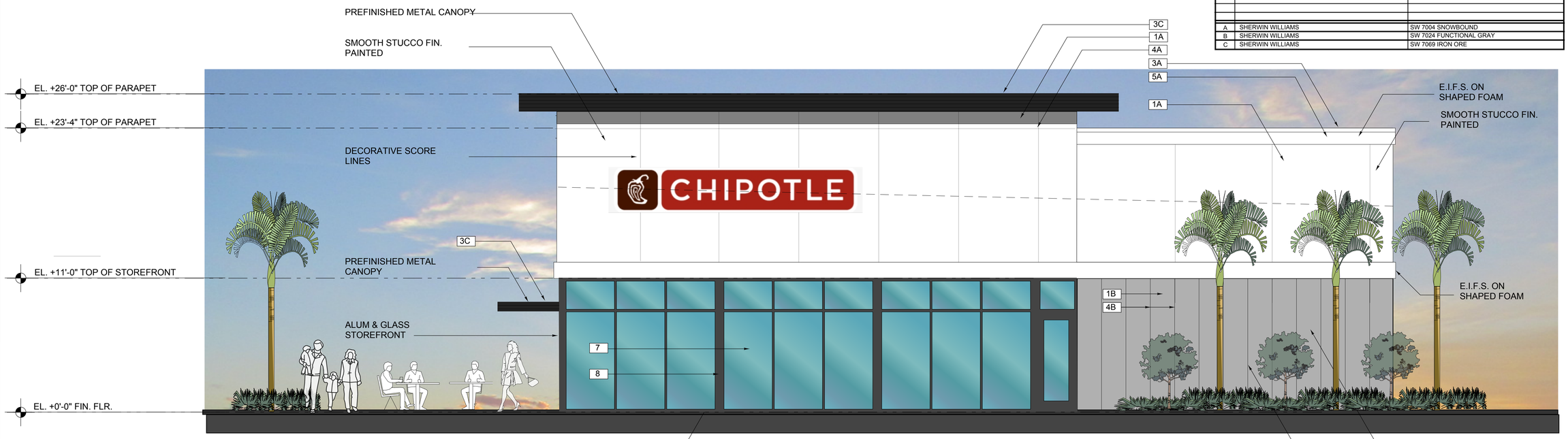
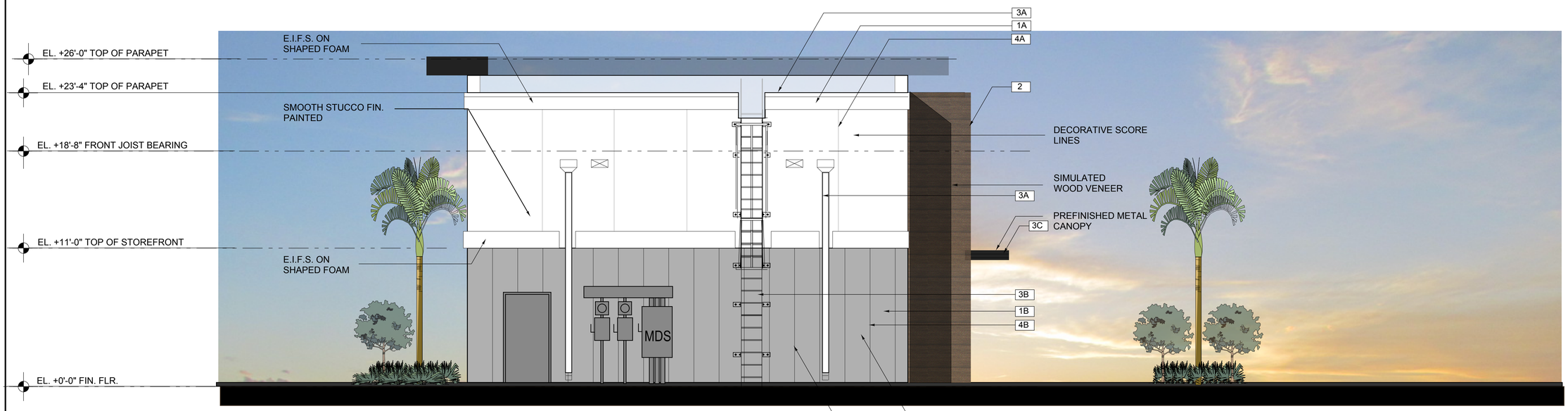


SIDE ELEVATION (EAST)
1/4" = 1'-0"



REAR ELEVATION (NORTH)
1/4" = 1'-0"

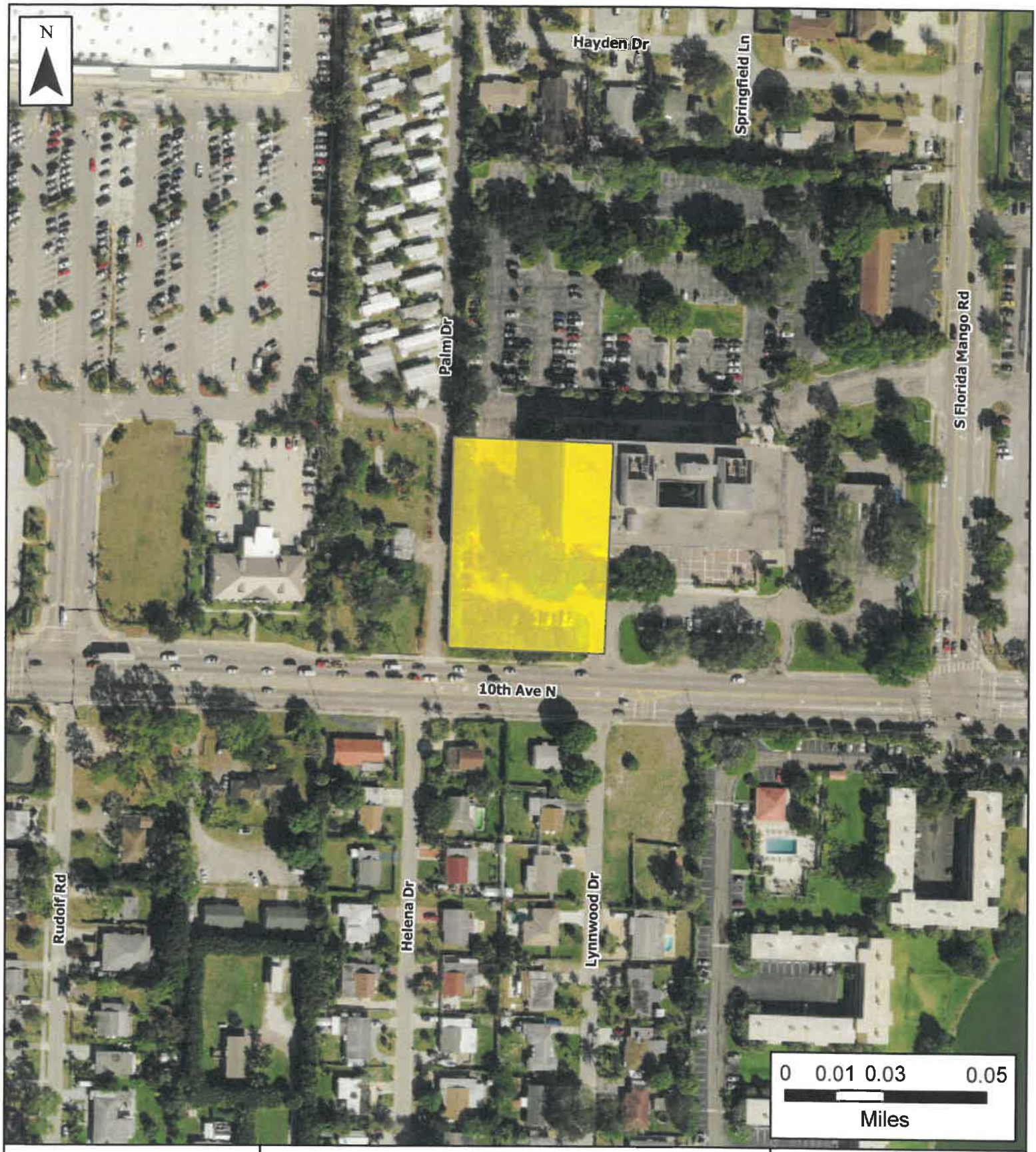
TUTTLE DESIGN LLC
561-860-2905
HAROLD TUTTLE
AR #0015395

CHIPOTLE SHELL BUILDING
VILLAGE VOLLECTION OF PALM SPRINGS
10TH AVE. N. & FLORIDA MANGO RD.
VILLAGE OF PALM SPRINGS, FLORIDA

REVISIONS	DATE

Contract	
Permit	
Bid	
Date	9/10/23
Scale	AS NOTED
Drawn	HT
Job	2023-41

Sheet
A3.02C
Of X/X Sheets



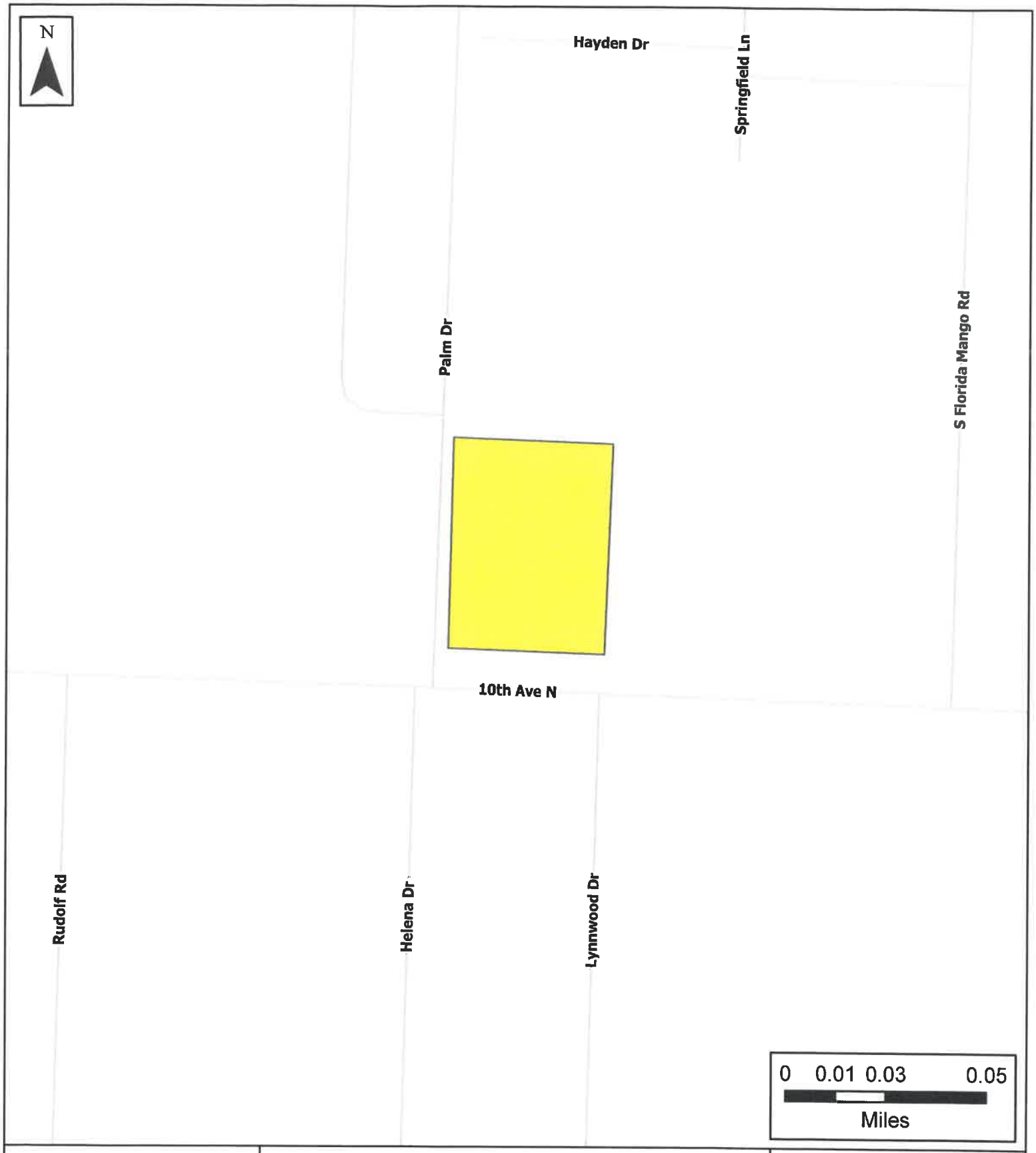
2665 10th Ave N

Chipotle

Chipotle

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose.The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

Data Source: Property Boundary provided by Village of Palm Springs, Basemap imagery provided by ESRI online services.



THE VILLAGE OF PALM SPRINGS
PALM SPRINGS
FLORIDA

2665 10th Avenue North

Chipotle

Chipotle

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Data Source: Property Boundary provided by Village of Palm Springs.

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #20: *(Second Reading)* Ordinance No.2023-09 - Village Code Amendment - Chapter 34 - Land Development - Article VI - "Land Use" - Division 6 "District Regulations" and Division 8 "Off-Street parking and Loading"

SUMMARY: In September 2019, the Village Council approved Ordinance 2019-12 to amend the Village Code - Chapter 34 - Article VI "Land Use" to provide supplemental regulations and expand allowances for permitted and special exception uses within the Commercial General (CG) zoning district.

The approved amendment included the addition of hotel/motel uses as a special exception within the CG district. While hotel/motel use was added as a special exception, it is a prohibited use within the same CG district.

Planning, Zoning, & Building staff request a housekeeping amendment to the Village Code - Chapter 34 - Article VI "Land Use" to delete the hotel/motel uses from the prohibited uses list within the Commercial General district.

Additionally, the staff requests minimum parking requirements for the hotel/motel uses, which the current code doesn't contemplate.

Note: The discrepancies between the Village's Land Development Regulations were noticed during a site plan review for a new proposed hotel on a property located within the CG district.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Village Attorney.

The proposed ordinance was presented to the Planning & Zoning Advisory Board for their consideration during the November 14, 2023, regular meeting.

The proposed ordinance was approved on the 1st reading with some requested modifications by the Village Council on November 9, 2023.

FISCAL IMPACT:
The proposed ordinance does not have a fiscal impact on the Village.

ATTACHMENTS:
1. Proposed Ordinance No. 2023-11

2. Exhibit "A" Sec. 34 -825 and Sec. 34-1329

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 6 "DISTRICT REGULATIONS", SUBDIVISION V, "CG COMMERCIAL GENERAL", SECTION 34-825 "PROHIBITED USES" TO CLARIFY THAT HOTEL/MOTELS ARE PERMITTED SPECIAL EXCEPTION USES IN THE COMMERCIAL GENERAL LAND DEVELOPMENT DISTRICT; AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 8 "OFF-STREET PARKING AND LOADING", SECTION 34-1329 "MINIMUM REQUIREMENTS BY USE" TO SET FORTH MINIMUM PARKING REQUIREMENTS FOR HOTEL/MOTELS; AND PROVIDING FOR CODIFICATION; REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida ("Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution, Chapters 166 and 163, Florida Statutes; and,

WHEREAS, currently the Village's Land Development Regulations for the commercial general land development district list "hotel/motels" as a prohibited use and as a special exception use; and,

WHEREAS, the Village Council desires to amend its existing Land Development Regulations to clarify that "hotel/motels" is a special exception use in the commercial general land development district and remove the same from the list of prohibited uses; and,

WHEREAS, the Village Council also desires to establish parking minimums for the "hotel/motels" use, which currently do not exist in the Village's Land Development Regulations; and,

WHEREAS, the Village Council has reviewed the recommended amendments to the Village's Land Development Regulations and has determined that it is in the best interests and general health, safety, and welfare of the Village to adopt this Ordinance.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct findings of the Village Council and incorporated into this Ordinance as if fully set forth herein.

Section 2. Chapter 34 "Land Development," Article VI, "Land Use", Division 6 "District Regulations", Subdivision V "CG Commercial General", at Section 34-825 "Prohibited Uses", shall be amended to read per **Exhibit "A"**, which is attached hereto and incorporated herein (words ~~stricken~~ are deletions; words underlined are additions).

Section 3. Chapter 34 "Land Development," Article VI, "Land Use", Division 8 "Off-Street Parking and Loading" at Section 34-1329 "Minimum Requirements by Use", shall be amended to read per **Exhibit "A"** (words ~~stricken~~ are deletions; words underlined are additions).

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification**.** The sections of the Ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

Council Member _____ offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐

PATTI WALLER, MAYOR PRO TEM	□	□	□
GARY READY, COUNCIL MEMBER	□	□	□
KIM SCHMITZ , COUNCIL MEMBER	□	□	□

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading_____

Second Reading_____

ATTEST:
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Sec. 34-825. – Prohibited uses.

The following uses shall be specifically prohibited in the CG commercial general land development district:

(1) Any use not specifically, provisionally or by reasonable implication permitted, or permitted by special exception.

(2) Any type of residential dwelling unit or accessory use.

~~(3) Motels and hotels.~~

(3) ~~(4)~~ Time share uses.

(4) ~~(5)~~ Theaters, outdoor.

(5) ~~(6)~~ Flea markets and swap shops.

(6) ~~(7)~~ Bottle clubs.

(7) ~~(8)~~ Medical marijuana dispensary.

Sec. 34-1329. – Minimum requirements by use.

The following minimum off-street parking requirements shall apply to the uses listed:

.....

(5) Commercial/industrial uses and facilities

.....

q. Motels and hotels. One (1) space per rentable room plus one (1) space for each employee (maximum shift). Floor area devoted to restaurants, cocktail lounges, meeting rooms and similar ancillary uses which are accessible to the public, shall have parking provided in accordance with parking requirements for each use and calculated separately.

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Public Works

ITEM #21: (First Reading) Ordinance No. 2024-01 - Village Code Amendment - Chapter 74 - Traffic and Vehicles

SUMMARY: Village staff is recommending amendments to the Village Code - Chapter 74 - Traffic and Vehicles, Article IV, to designate formal truck routes in order to mitigate adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors.

An effort was taken to evaluate the roadway network and identify streets that are most appropriate for truck traffic and those streets on which truck traffic should be prohibited. The proposed truck routes were reviewed by Palm Beach County Traffic Engineering. The County considers any roadway depicted on the Thoroughfare Identification Map (TIM) to be eligible to serve as a truck route, but prohibits trucks on local, residential streets.

In general, the proposed Regulated Truck Route map designates state roads as primary truck routes, County TIM roads that are residential in character as secondary truck routes, 2nd Avenue North as "No Hazardous Cargo" due to the residential uses along its north side, and Village streets as being prohibited from regulated trucks. A regulated truck is defined as one which has a weight capacity of 10,000 pounds or more and 6+ tires. This definition includes some Class 3, medium duty flat bed trucks and box trucks, as well as "semi-trucks". Village streets will be posted with "No Thru Trucks Allowed" or "No Trucks" by the Public Works Department at key locations. Trucks that are making deliveries along a Village residential street are exempted from the truck prohibition.

Notices of the proposed truck routes were mailed to sixty (60) commercial property owners and businesses, and the proposed Regulated Truck Route map was posted on the Village website. At this time, only one telephone call was received as a result of the mailing (from Phantom Fireworks) and no concerns were expressed. An informational brochure has been prepared to provide for business operators to share with truck drivers.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney, Police Chief, Planning, Zoning and Building Director, and Public Works Director.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on January 11, 2024.

Note: A Business Impact Estimate was prepared pursuant to Sec. 166.041(4), Florida Statutes.

FISCAL IMPACT:

The proposed ordinance has no direct fiscal impact on the Village.

A Business Impact Estimate was prepared pursuant to Sec. 166.041(4), Florida Statutes.

ATTACHMENTS:

1. Ordinance No. 2024-01 - Truck Routes
2. Business Impact Estimate - Truck Routes
3. Exhibit "A" Regulatory Truck Route Map
4. Truck Route Study - Executive Summary

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 74, "TRAFFIC AND VEHICLES", BY ADDING ARTICLE IV, "TRUCK ROUTES", TO ESTABLISH APPROVED TRUCK ROUTES IN THE VILLAGE'S MUNICIPAL BOUNDARIES; AUTHORIZING THE VILLAGE MANAGER TO INSTALL TRUCKING SIGNS; AND, AUTHORIZING PENALTIES FOR VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida ("Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution, Chapters 166 and 163, Florida Statutes; and

WHEREAS, truck traffic is essential to the function and economy of the Village by providing for the delivery of goods and services; and

WHEREAS, truck traffic can have adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors; and

WHEREAS, the Village has authority to regulate truck routes as recognized by section 316.008(n), Florida Statutes; and

WHEREAS, the Village undertook a data and analysis effort to identify streets and roadways that are most appropriate for truck traffic and those streets and roadways for which truck traffic should be prohibited; and

WHEREAS, this Ordinance conforms with the Village's Transportation/Mobility Master Plan and its Comprehensive Plan and Future Land Use Map; and

WHEREAS, the Village Council has determined that it is in the best interests and general health, safety, and welfare of the Village to adopt this Ordinance.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct findings of the Village Council and incorporated into this Ordinance as if fully set forth herein.

Section 2. Chapter 74 “Traffic and Vehicles” shall be amended to add Article IV “Truck Routes” to be read as follows (words ~~stricken~~ are deletions; words underlined are additions).

ARTICLE IV. TRUCK ROUTES

Sec. 74-50. Definitions.

As used in this article, the following terms shall have the following meanings:

Truck shall mean any motor vehicle designed or operated for the transportation of property, which either:

(1) Is over 80 inches in width; or

(2) Has 6 tires or more; or

(3) Has a weight capacity of 10,000 pounds or more (net weight plus carrying capacity) as specified by the vehicle's manufacturer.

Truck carrying hazardous materials means every vehicle that has a cargo regulated by Title 49, Code of Federal Regulations, Part 172, as it may be periodically amended which includes but is not limited to flammable or radioactive material or poisonous gas, which in its transportable state would be injurious to humans, animals or plants. Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, street or pathway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Truck route shall mean a public street or road, as designated in this article, over and along which trucks shall operate.

Sec. 74-51. Established; map.

There is hereby established within the village the truck routes shown on the Regulated Truck Route map attached to the original ordinance of this section and on file in the office of the Village Clerk. The streets and roadways indicated on the map as primary and/or secondary truck routes and no others shall be used for truck traffic within the corporate limits of the village except as otherwise provided in this article.

Sec. 74-52. Observance required; exceptions.

(a) All trucks within the village shall be operated only over and along the truck routes established pursuant to this article, except as otherwise provided in this article.

(b) *Hazardous material*. Every truck carrying hazardous material is prohibited from using any local village street or any street designated as a secondary truck route, unless necessary to the conduct of business, construction or maintenance operations at a destination point along that roadway segment.

(b) This article shall not prohibit:

(1) *Operation on street of destination.* The operation of trucks upon any street where necessary to the conduct of business at a destination point, if streets on which truck traffic is permitted are used until reaching the intersection nearest the destination point. Upon leaving the destination point a deviating truck shall return to the truck route by the shortest permissible route.

(2) *Authorized emergency vehicles.* The operation of authorized emergency vehicles upon any street in the village.

(3) *Public utilities.* The operation of trucks owned or operated by the village, public utilities, waste-hauler engaged by the village, any contractor or materialman while engaged in the repair, maintenance or construction of streets, street improvements or street utilities within the village, except as may be restricted in a development order or building permit.

(4) *Detoured trucks.* The operation of a truck upon any officially established detour in any case where the truck could lawfully be operated upon the street for which the detour is established.

Sec. 74-53. Hours of operation.

Trucks shall be able to travel upon truck routes at all hours of the day and night unless duly authorized signs are installed limiting hours of use on a particular street or portion of a street.

Sec. 74-54. Village manager authorized to install signs.

In accordance with the provisions of this article, the village manager is authorized to have appropriate signs installed in the village to control truck operations. Such signage shall be enforceable as official traffic control devices pursuant to Chapter 316, Florida Statutes, as amended.

Sec. 74-55. Violations; penalty.

(a) It shall be unlawful to operate a truck on any street within the Village other than as is provided in this article. Any person driving or in charge or control of any regulated truck deviating from the designated truck route system or in violation of the posted signage shall be prepared to present for the inspection of police officers the truck's logbook, weight slips, delivery slips, or other written evidence of the regulated truck's origin and destination to justify the deviation from the designated truck route system.

(b) A violation of this article shall constitute an irreversible and irreparable violation and will result in the immediate issuance of a citation in accordance with the provisions of Section 2-233 of the village code, and/or a noncriminal violation and subject by a fine pursuant to Chapter 318.18, Florida Statutes, as amended, and all other local and state laws, ordinances and regulations.

(c) If this article is enforced through Section 2-233 of the village code, the village council may establish a designated account for the deposit of all recovered penalties and charges, which account may be used to fund signage and physical road improvements including, but not limited to, pedestrian and bicycle safety.

Sec. 74-56. Vehicles not to damage hard-surface or paved roads. It is unlawful to operate on any hard-surfaced or paved roads in the village, any bulldozer, concrete mix truck, tractor, or other heavy equipment vehicle, unless equipped with pneumatic rubber tires; and steel-tired vehicle, or any other vehicle or machine that is likely to damage a hard-surfaced or paved road except ordinary wear and tear on the road.

Section 3. Map. All trucks within the Village's municipal boundaries shall only use the streets and roadways identified as primary and/or secondary truck routes as indicated in the Regulated Truck Route map, which is attached hereto as **Exhibit "A"** and incorporated herein.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

Council Member _____ offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

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

KIMBERLY SCHMITZ , COUNCIL MEMBER □ □ □

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading_____
Second Reading_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance's title:

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 74, "TRAFFIC AND VEHICLES", BY ADDING ARTICLE IV, "TRUCK ROUTES", TO ESTABLISH APPROVED TRUCK ROUTES IN THE VILLAGE'S MUNICIPAL BOUNDARIES; AUTHORIZING THE VILLAGE MANAGER TO INSTALL TRUCKING SIGNS; AND, AUTHORIZING PENALTIES FOR VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Truck traffic is essential to the function and economy of most municipal areas by providing for the delivery of goods and services. Truck traffic can, however, have adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors. Therefore, communities are often faced with the challenge of maintaining the efficient delivery of goods and services while striving to guide truck traffic away from roadways passing through residential neighborhoods and near schools and parks. The authority of the Village to develop and maintain the regulated truck route system is established in Florida law (Chp. 316.008(n), F.S.).

In order to address these challenges, the Village desires to establish a formal "Truck Traffic Routing Plan". The objective is to develop a truck plan that balances the needs of the shipping industry and residential communities in Palm Springs and through the Central Palm Beach County region. A truck traffic routing plan was developed to direct trucks to appropriate roadways while minimizing impacts to residential neighborhoods. The truck traffic routing plan designates various roadways as truck routes. In addition, new truck restrictions were identified for several roadways that are inappropriate for significant volumes of truck traffic.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

The primary and secondary truck routes identified on the Regulatory Truck Route map are estimated to comprise 95% of the truck circulation. Minimal truck traffic occurs on Village collector roads, such as Davis Rd, and when it occurs, it is for deliveries to properties along these Village roads.

Trucks leaving Greenbrier Plaza, crossing Congress Avenue onto Greebrier Drive are believed to be new drivers who are not familiar with the street system. These occasions are rare and should be alleviated with better education. Pamphlets on the proposed truck routes will be distributed to commercial property owners and major retail outlets.

Trucks have been recently seen on Lakewood Road, traveling between Military Trail and Kirk Road. Again, new delivery drivers, who are unfamiliar with the street network, may be creating this new truck traffic along the residential street. “No Trucks” signs will be clearly posted on Lakewood Road.

State roads, designated as Primary Truck Routes, provide direct access to Interstate 95 and Florida’s Turnpike.

There may be indirect compliance costs incurred by business establishments whose truck drivers cut through the Village residential neighborhood streets rather than stay on the major thoroughfare system. With four (4) north-south and five (5) east-west designated truck routes, there are ample roadway alternatives available to provide safe truck traffic circulation without the need to travel on local Village residential streets.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None

(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The Village may incur increased, indeterminate regulatory costs associated with code compliance. There are no new charges or fees that will be imposed on businesses by the ordinance.

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3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The Village estimates that there are sixty (60) commercial properties which include businesses that utilize delivery trucks of the regulated size, which would therefore potentially be subject to the proposed ordinance.

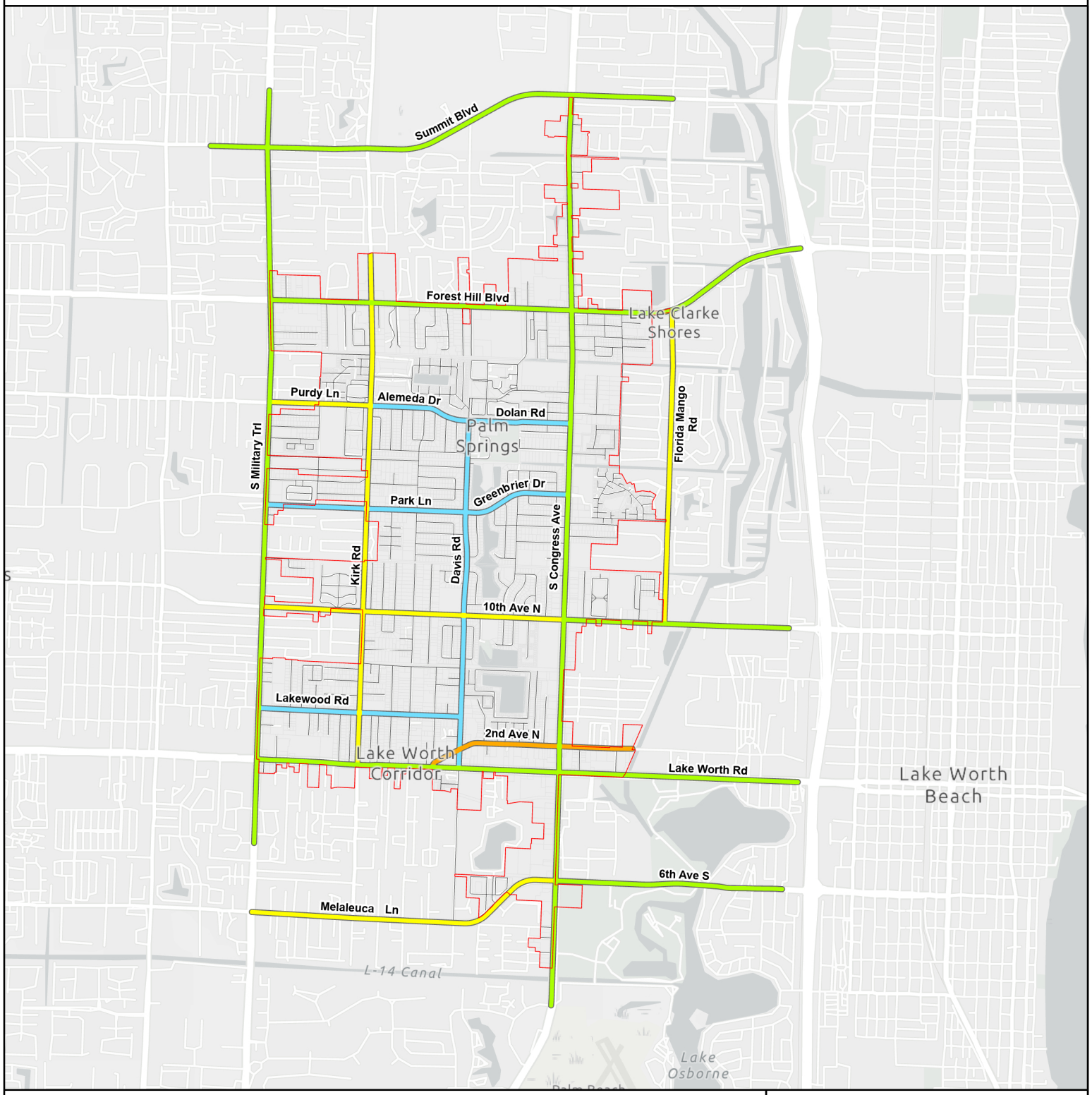
Mailings were sent out on November 2, 2023, to these 60 businesses informing them of the proposed truck routes and providing a means to comment.

4. Additional information the governing body deems useful (if any):

A windshield survey of the primary commercial corridors within the Village was conducted in October 2023 to identify businesses that potentially utilize delivery trucks of the regulated size. A mailing list of these 60 properties was compiled to provide early notice and the opportunity to provide input on the proposed truck routes.

Village of Palm Springs

Regulatory Truck Routes



Legend

Route Type

- Primary Truck Route
- Secondary Truck Route
- No Hazardous Cargo
- No Thru Trucks Allowed
- No Trucks
- Village Limits

Date: 10/13/2023

When Printed on 8 1/2" x 11"
1 inch equals 4,000 feet

0 5,000 Feet

Florida Technical Consultants

TRUCK TRAFFIC ROUTING PLAN

INTRODUCTION.

Truck traffic is essential to the function and economy of most municipal areas by providing for the delivery of goods and services. Truck traffic can, however, have adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors. Therefore, communities are often faced with the challenge of maintaining the efficient delivery of goods and services while striving to guide truck traffic away from roadways passing through residential neighborhoods and near schools and parks. The authority of the Village to develop and maintain the regulated truck route system is established in Florida law (Chp 316.008(n), F.S.).

In order to address these challenges, the Village desires to establish a formal "Truck Traffic Routing Plan". The objective is to develop a truck plan that balances the needs of the shipping industry and residential communities in Palm Springs and through the Central Palm Beach County region. A truck traffic routing plan was developed to direct trucks to appropriate roadways while minimizing impacts to residential neighborhoods. The truck traffic routing plan designates various roadways as truck routes. In addition, new truck restrictions were identified for several roadways that are inappropriate for significant volumes of truck traffic.

DATA AND ANALYSIS.

The data and analysis effort included the following data categories[1]: 1) roadway network, including classification, street width and turning radii, access to intermodal facilities, traffic volumes and crashes, and location/weight limit of bridges, 2) land use[2], 3) "vision" consensus[3], 4) business trucking needs, and 5) State legislation.

DEVELOPMENT AND EVALUATION OF TRUCK ROUTE NETWORK.

The suitability and appropriateness of roadways to serve truck traffic were evaluated. To evaluate potential truck routes, several technical criteria, including connectivity, directness, neighborhood impact, traffic operations, and safety, were considered. Similar to a functional classification system used to classify and define a roadway's purpose, a two-level hierarchy of truck routes was developed.

• **Primary Truck Routes** – Routes that provide a high level of mobility for trucks, carry the highest truck volumes, and generally serve long distance truck trips. Within the Village, the following roadway segments are part of the FIHS system and are recommended as primary truck routes:

- Unless otherwise prohibited, all streets under the jurisdiction of the Florida Department of Transportation (State Roads);
- Streets under the jurisdiction of Palm Beach County (County Roads), as follows:
    - Congress Avenue
    - 6th Avenue South/Melaleuca Lane
    - A portion of 10th Avenue North, from Congress Avenue to I95
    - Summit Boulevard

• **Secondary Truck Routes** – Routes that serve lower volumes of truck traffic by providing connections between primary truck routes and the origins/destinations of truck trips. Village and County roadway segments that provide connectivity to commercial and industrial areas, but are located within or adjacent to residential uses are recommend as secondary truck routes, as follows:

- A portion of 2nd Avenue North, between Coconut Road and E-4/Keller Canal;
- A portion of 10th Avenue North, between Military Trail and Congress Avenue;

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[1] Village of Palm Springs Transportation/Mobility Master Plan, September, 2021

[2] Village of Palm Springs Comprehensive Plan and Future Land Use Map, January, 2018, as amended

[3] Visioning Summary, August, 2023

- Florida Mango Road;
- Kirk Road;
- A portion of Purdy Lane, between Military Trail and Kirk Road

Every truck carrying hazardous material is prohibited from using a Village road that serves as a secondary truck route or any local Village street, unless necessary to the conduct of business, construction or maintenance operations at a destination point along that roadway segment. Hazardous materials are any cargo regulated by Title 49, Code of Federal Regulations, Part 172, as it may be periodically amended which includes but is not limited to flammable or radioactive material or poisonous gas, which in its transportable state would be injurious to humans, animals or plants.

• **Local (Village) Streets Restricted as "No Thru Trucks Allowed" –** Impacts of truck traffic may be detrimental to quality of life of Village residents and the character of residential neighborhoods. Impacts include impaired air quality, noise, neighborhood safety, neighborhood aesthetics, and conflicts with the delivery of public services.

Truck traffic shall be prohibited on Village-controlled streets on which both sides of the street or road are predominantly residential. Trucks shall also be prohibited along Village streets that cannot adequately carry truck traffic because of damage to the road surface or to abutting structures or public facilities, or where the traffic lanes are less than twelve (12) feet wide.

- Thru-truck traffic shall be prohibited on <u>all</u> Village streets, except those otherwise designated as a Secondary Truck Route.

• **Local (Village) Streets – Construction Traffic –** The Village may further restrict local streets and roads which may be utilized by contractors or vendors during construction. Building permit and/or development order restrictions may further specify or explicitly prohibit the use of identified Village or County roads for construction vehicles and equipment.

Map 1, Regulated Truck Routes, presents the identified truck routes for the Village of Palm Springs. Truck traffic is guided and encouraged to use the truck routes but is prohibited from using roadways designated as truck restricted.

IMPLEMENTATION PLAN.

An implementation plan was developed to identify necessary actions for executing the truck routing plan presented in Map 1. The implementation plan includes truck route restrictions and truck route signage to facilitate the movement of truck traffic. Locations where signs should be provided to direct trucks to the primary and secondary truck route network were identified. The Village will maintain a Regulated Truck Route map on the Village website to provide access to anyone over the internet. Annual distribution of the Regulated Truck Route map to businesses in the Village would be beneficial.

Truck route signs should be consistent with the guidelines specified in The Manual on Uniform Traffic Control Devices (MUTCD) to ensure consistent installation and recognition. Several locations where truck restrictions should be adopted were identified. A truck restriction sign, consistent with MUTCD guidelines, must be installed for a roadway to be restricted from truck traffic not making a stop along the route. It is of interest to note that there is no standard traffic sign in the Federal or State Manual(s) on Uniform Traffic Control Devices communicating that a road is <u>not</u> on a truck route system.

Figure 2B-21. Truck Signs



Figure 2B-21. Truck Signs

A draft ordinance enacting the proposed Truck Traffic Routing Plan into the Village codes was also prepared in order to codify the truck plan and provide for its enforcement.

CONCLUSION.

This “Truck Traffic Routing Plan” was developed to improve the flow of goods and services within the Village while preserving the character of residential neighborhoods by guiding trucks away from local streets that are not designed to carry large trucks. The “Truck Traffic Routing Plan” should be a fluid document that is periodically reassessed and adjusted based on modifications to the roadway network or land use patterns.

Village of Palm Springs

Executive Brief

AGENDA DATE: December 14, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #22: Ordinance No. 2024-02 - Moratorium on Qualifying Developments Under the Live Local Act

SUMMARY: The State of Florida adopted the Live Local Act, which went into effect July 1, 2023, and is designed to increase the development of affordable housing throughout the State. The Act includes preemption of municipal authority and allows the development of affordable housing on commercial and industrial lands for "Qualified Developments". Of immediate concern, the Act places the burden of assuring the affordability of the units in the Village. The Village does not have an affordable housing program.

The Act also affects policies municipalities may enact to address housing. These changes are intended to align with the Florida Legislature's rewrite of section 420.0003, Florida Statutes, that deals with affordable housing. That section requires local governments to provide incentives, such as density bonus incentives, to encourage the private sector to be the primary driver for developing affordable housing:

1. **Development Incentives:** SB 102 makes a number of changes to sections 125.01055 and 166.04151, Florida Statutes, which preempts local governments from enacting policies that would hinder the development of certain affordable housing projects - the changes sunset on October 1, 2033.

SB 102 requires local governments to make multi-family and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multi-family residential rental units are affordable as defined under state law (for at least 30 years as Affordable Multi-Family Housing). SB 102 preempts local governments from taking a number of actions that might hinder the development of Affordable Multi-Family Housing. The amendments to these sections also remove the prohibition on developers of affordable housing from receiving funds from the State Apartment Incentive Loan (SAIL) Program, provided that 10% of the units are dedicated to affordable housing.

2. **Local Government Administration and Affordable Housing:** SB 102 amends sections 125.379 and 166.0451 to the Florida Statutes, and requires local governments to list real property owned in fee-simple by any dependent special district within that local government's jurisdiction that is appropriate for affordable housing, as well as requiring the inventory list of properties be publicly available on the local governments' websites.

SB 102 amends section 553.792 of the Florida Statutes, to require local governments to maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are required to be expedited on the local governments' websites.

3. **Taxes:** SB 102 aims to encourage the development of affordable housing by lessening the associated tax burden.

- Ad Valorem Property Tax Exemptions: SB 102 enacts two separate ad valorem tax exemptions available to owners of property used for Affordable Multi-Family Housing developments under sections 196.1978(3) and section 196.1979, Florida Statutes.

A taxpayer may only receive one of these exemptions.

- Sections 196.1978(3): Section 196.1978(3), Florida Statutes, makes portions of property in a multi-family project eligible for a tax exemption by deeming such property to be used for a charitable purpose, pursuant to certain eligibility criteria. This section requires that qualified property which is available to house those whose annual household income is above 80% and below 120% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA), or for households in a county that is not within an MSA, receive an ad valorem property tax exemption of 75% of the property's assessed value. However, if the property is used to house those with income that does not exceed 80% of the median annual adjusted gross income for households within the MSA or county, then the property is 100% exempt from ad valorem property taxes.

- Section 196.1979: Permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing by deeming the property as being used for a charitable purpose, pursuant to certain eligibility criteria. If all the residential units in a multi-family development are not affordable housing, then the property's exemption may be up to 75% of the assessed value of each residential unit providing affordable housing. If all the residential units are affordable, then the exemption may be up to 100% of the assessed value of the multi-family residential units providing affordable housing.

SB 102 enacts several more tax exemption and credit programs, along with state housing programs, pursuant to certain eligibility criteria.

4. Housing Policies SB 102 has a number of provisions that direct local governments to take action. For example, section 420.0003, Florida Statutes, encourages local governments to adopt ordinances to promote innovative housing solutions, such as utilizing publicly held land to develop affordable housing. That section also encourages local governments to engage in community-led planning, focusing on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development with preexisting public services. It encourages the development of policies that maximize high-density, high-rise, and mixed-use, as well as mixed-income projects. It even encourages the development of polices to modernize housing, specifically naming things such as tiny homes, 3D-printed homes, and accessory dwelling units.

There is a requirement for local governments to maintain on their website a policy containing procedures and expectations for expedited processing of those building permits and development orders to be expedited, pursuant to the Act. The Act does not specify what "expedited" means from a timeliness perspective, nor does it quantify the term (e.g., number of days prior to issuance of a permit, etc.).

Additionally, SB 102's amendments to sections 125.379 and 166.0451, Florida Statutes, encourage local governments to enact ordinances adopting best practices for surplus land programs. These best practices include establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus land publicly available, and ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring the reversion of property not used for affordable housing within a certain time frame. Local governments that wish to enact an ordinance providing for an ad valorem tax exemption under section 196.1979, Florida Statutes, will have to do so in accordance with the provisions and restrictions set out in that section.

SB 102 also directs certain state agencies such as the Florida Housing Finance Corporation to adopt rules relating to the ad valorem exemption available under section 196.1978(3), Florida Statutes. It directs the Florida Department of Revenue to adopt rules governing the administration of tax exemptions under sections 212.08 and 220.1878, Florida Statutes.

Based on all of these considerations, **Village staff recommends that up to a 12-month moratorium be enacted** in order to provide the necessary time for the staff to adequately interpret and work through the requirements of the new law. This would ensure our programs and regulations adhere to the requirements, so that we can properly review and process applications under the Live Local Act. This would also ensure that we properly administer and apply the new provisions for affordable housing, expedited permitting, tax exemptions and other provisions in a way that safeguards the public's health, safety and welfare.

What is a Moratorium?

Generally, moratoria in land use are temporary, legislatively-enacted periods during which a local government stops giving some type of permit. Moratorium to allow local governments to ensure that a community's problems are not compounded during the time the local government needs to formulate and implement a policy response to an issue. Moratoria also prevents developers and landowners from racing to beat planned or imminent land use changes by carrying out development that is poorly planned or harmful to the community. By providing such assistance, moratoria give local governments more time to engage in sound planning practices.

Moratorium Being Proposed

The item for the Council's consideration is a 12-month temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits and development orders within the Village's municipal boundaries for Qualifying Developments under the Act to allow time for the Village to review, study, hold public hearings, prepare, and adopt potential changes to its Code of Ordinances, Comprehensive Plan and/or its Land Development Regulations, as more particularly set forth above. The duration of the moratorium should be strictly limited to the time necessary for the Village to address the policy, code and program changes needed to implement the Act.

If approved on the 1st reading, the proposed moratorium ordinance will be presented to the Village Council for consideration on the 2nd and final reading on Thursday, January 11, 2024.

FISCAL IMPACT:

The adoption of a moratorium does not have a direct fiscal impact on the Village.

Note: The proposed ordinance is required to ensure the village's compliance with state law, and is solely placing a temporary limitation on qualifying developments under the Live Local Act, and is therefore exempt from a **Business Impact Estimate**. Additionally, in its efforts to implement state requirements for affordable housing, the proposed ordinance does not have a direct economic impact on existing private, for-profit businesses in Palm Springs.

ATTACHMENTS:

1. Proposed Ordinance No. 2024-02 - Moratorium of Live Local Act

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING A TWELVE (12) MONTH MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF ALL APPLICATIONS FOR DEVELOPMENT ORDERS, DEVELOPMENT PERMITS, BUILDING PERMITS, AND ZONING APPROVALS FOR ALL PROPOSED DEVELOPMENTS AUTHORIZED UNDER FLORIDA STATUTE SECTION 166.04151(7) WITHIN THE VILLAGE OF PALM SPRINGS' MUNICIPAL BOUNDARIES; ESTABLISHING PROCEDURES FOR EARLY TERMINATION AND EXTENSION OF THIS MORATORIUM; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida ("Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution, Chapters 166 and 163, Florida Statutes; and

WHEREAS, the State of Florida adopted the Live Local Act ("Act"), which went into effect July 1, 2023, and is designed to increase the development of affordable housing throughout the State; and

WHEREAS, the Act requires local governments to make multifamily and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multifamily residential rental units are affordable, as defined under state law, for a period of at least 30 years ("Qualifying Developments"); and

WHEREAS, the Act places the burden of assuring affordability of the units on the Village; and

WHEREAS, the Village currently does not have an affordable housing program or related ordinance; and

WHEREAS, the Village needs additional time to develop policies and procedures to ensure that Qualified Developments are providing the required affordable housing units for the minimum 30 year period, which may include monitoring and reporting requirements, enforcement procedures, and penalties for noncompliance; and

WHEREAS, the Act requires the Village to administratively approve a Qualifying Development without holding hearings before the Village Council; and

WHEREAS, the Act also requires local governments maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are required to be expedited by law on the local governments' websites; and

WHEREAS, the Village needs time to develop policies and procedures for administratively approving Qualifying Developments; and

WHEREAS, the Act permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing from ad valorem property taxes; and

WHEREAS, the Act encourages local governments to adopt ordinances to promote innovate housing solutions, such as utilizing publicly held land to develop affordable housing; and

WHEREAS, the Village needs time to research whether and how to implement these additional directives contained in the Act; and

WHEREAS, a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed Qualifying Developments within the Village's municipal boundaries will allow time for the Village to review, study, hold public hearings, prepare, and adopt potential changes to its Code of Ordinances, Comprehensive Plan, and/or its Land Development Regulations as contemplated by the Act; and

WHEREAS, the duration of the moratorium should be strictly limited to the time necessary for the Village to address the policy, Code of Ordinances, and program changes needed to implement the Act; and

WHEREAS, the adoption of this Ordinance is undertaken in good faith and is intended to facilitate the Village's compliance with the Act's requirements and implement programs furthering the Act's goals; and

WHEREAS, the Village Council has determined that it is in the best interests and general health, safety, and welfare of the Village to adopt this Ordinance.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct findings of the Village Council and incorporated into this Ordinance as if fully set forth herein.

Section 2. Moratorium. The Village hereby imposes a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed Qualifying Developments within the Village's municipal boundaries in order to provide the Village adequate time to research, interpret, and implement the requirements of the Act in a way that safeguards the public's health, safety, and welfare.

Section 3. Early Termination or Extension of Moratorium. The Village may terminate or extend the moratorium imposed by Section 2 by adoption of an ordinance or resolution of the Village Council.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

Council Member _____ offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading_____
Second Reading_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY