AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MARCH 14, 2024
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 Christy Goddeau
□ Village Clerk Kimberly Wynn

If an individual wishes to challenge any decision made by the Council regarding any matter under consideration, they must have a copy of the proceedings. To do so, they may need to ensure that a complete and accurate record of the proceedings is available. This recording should include all testimonies and evidence that will form the basis of the appeal.

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. **Resolution No. 2024-04 - Interlocal Agreement - Wastewater Service and**

Wastewater Facilities Cost Sharing - Amendment 1 - Utilities Department: Motion for the approval of Resolution 2024-04 of an Interlocal Agreement between The City of Lake Worth Beach and the Water and Sewer Enterprise Fund. The agreement provides wastewater service and facilities cost-sharing services from September 30, 2023, until September 30, 2033, with two renewal options. ***(STAFF HAS REQUESTED THAT THIS ITEM BE MOVED TO APRIL 11, 2024, VILLAGE MEETING)***

Staff: Paul Ward, Assistant Director of Utilities

2. **February 8, 2024, Village Council Regular Meeting Minutes:** Motion for the approval of February 8, 2024, Village Council Regular Meeting Minutes.

   Staff: Kimberly Wynn, Village Clerk

3. **Professional Services Agreement of Code Enforcement Special Magistrate Ms. Diane James-Bigot (FY-24 Legal - Other Professional Services):** Motion to approve the Professional Services Agreement of Code Enforcement Special Magistrate Ms. Diane James-Bigot with Law Offices of Diane James-Bigot for the amount of two hundred and ten dollars ($210.00) per hour. The agreement is for three (3) years, with three, one-year extensions. The Village Manager may exercise the extensions on behalf of the Village.

   Staff: Kimberly Wynn, Village Clerk

4. **Professional Services Agreement of Code Enforcement Special Magistrate Mr. William P. Doney - (FY-24 Legal - Other Professional Services):** Motion to approve the Professional Services Agreement of Code Enforcement Special Magistrate William P. Doney with Caldwell Pacetti Edwards Schoech & Viator, LLP, for the amount of two hundred and ten dollars ($210.00) per hour. The agreement is for three (3) years, with three, one-year extensions. The Village Manager may exercise the extensions on behalf of the Village. Funding to support the Professional Services Agreement is available from Legal - Other Professional Services.

   Staff: Kimberly Wynn, Village Clerk

5. **Resolution No. 2024-10 - Interlocal Agreement - Congress Avenue Sanitary Sewer Force Main Project - Palm Beach County:** Motion for the approval of an Interlocal Agreement with Palm Beach County for Congress Avenue Sanitary Sewer Improvements in the Community Redevelopment Agency (CRA) District. The Village and County will share the cost for the project.

   Staff: Kimberly Glas-Castro, Assistant Village Manager

6. **Work Authorization No. HE-CRA2 - Congress Avenue Sanitary Sewer Force Main Project - Task Order No. 305 (FY24 Budget funded - CRA / General Fund) - Holtz Consulting Engineers:** Motion to approve Work Authorization HE-CRA2 with Holtz Consulting Engineers (Holtz) in the amount of $420,270 for professional engineering services related to the final design and construction

oversight of the Congress Avenue Sanitary Sewer project (Task Order No. 305).
Staff: Kimberly Glas-Castro, Assistant Village Manager

7. **Piggyback Agreement Emergency Vehicle Equipment - FY 2024 General Fund-Police Department Shyft Group Upfit Services Inc./ Strobes-R-Us:** Motion to approve a Piggyback Agreement with Broward County Sheriff's Office contract awarded to the Shyft Group Upfit Services Inc./Strobes-R-Us for $60,482.14 to purchase emergency vehicle equipment to install on four (4) 2024 Chevrolet Tahoe marked patrol vehicles and two (2) 2024 unmarked vehicles. Funding is available in the FY 2024 Budget - General Fund - Vehicles.
Staff: Thomas Ceccarelli, Police Chief

8. **Resolution No. 2024-06 - Adopt Revised Investment Policy:** Motion to approve Resolution No. 2024-06 that adopts a revised Investment Policy to include updates and the latest requirements of the Florida law enacted as of July 1, 2023, which includes minor changes to make the policy more up-to-date.
Staff: Rebecca Morse, Chief Financial Officer

9. **Resolution No. 2024-09 - Budget Transfer from Council Contingency FY 2024:** Motion to approve Resolution No. 2024-09 for the Budget Transfer from Council Contingency in the amount of $97,340 to cover operational costs in multiple departments.
Staff: Rebecca Morse, Chief Financial Officer

10. **Change Order No. 1 – Lakewood Road West of Kirk Stormwater Improvements (Task Order No. 293) - Public Works Department (FY 2024 Budget Funded - Stormwater Enterprise/American Rescue Plan Act (ARPA) Funded - R & D Paving, LLC:** Motion to approve Change Order No. 1 for additional stormwater pipe replacement on Almar Road due to existing collapsing deteriorated storm pipe from structures S-12 to EX-17. If approved, the total cost of the Lakewood Road West of Kirk Stormwater Improvements within Task Order No. 293 will increase to $1,579,568.03 and 333 Days, a difference of $271,642.34 and 93 days.
Staff: Timothy Crespo, Assistant Public Works Director, Felipe Lofaso, Public Works Director

11. **Resolution No. 2024-05 - Community Development Block Grant (CDBG) - FY25 Annual Project - Lakewood Road Streetlight Project:** Motion for the approval of Resolution No. 2024-05, which authorizes the Mayor to sign an Interlocal Agreement with Palm Beach County. The agreement will reimburse $125,051 from CDBG funds for the Lakewood Road Streetlight Project. This project is part of the FY25 Annual Project for Community Development Block Grant (CDBG).
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

12. **Approval of Reconstruction of Surficial Aquifer Well No. 9 Project Award (Task Order No. 262) - Invitation to Bid (ITB #2024B-003) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Florida Design Drilling, LLC.:** Motion to award ITB No. 2024B-003 - TO No. 262 to Florida Design Drilling for $1,341,275.00 to complete the reconstruction of Surficial Aquifer Well No. 9. Funding to support the Reconstruction of Surficial Aquifer Well No. 9 (Task Order No. 262) is available within the FY 2024 - Water and Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water and Sewer Enterprise Fund at a later date, if necessary.
    Staff: Paul Ward, Assistant Director of Utilities

13. **Change Order No. 3 - Pratt Emergency Generator Replacement (Task Order No. 296) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - All Florida Contracting Services, LLC:** Motion to approve Change Order No. 3 to extend the contract time 106 days for completion due to the delay due of longer-than-normal lead times for the delivery of the generator, and the Contractor. The anticipated Pratt Emergency Generator Replacement Project is estimated to be complete by April 2024. An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the General Fund and the Water & Sewer Fund at a later date, if necessary.
    Staff: Paul Ward, Assistant Director of Utilities

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

14. **Proclamation:** Recognizing Florida Bicycle Month March 2024.
    Staff: Kimberly Glas-Castro, Assistant Village Manager

15. **Proclamation:** Recognizing Irish American Heritage Month - March 2024.
    Staff: Kimberly Wynn, Village Clerk

REGULAR AGENDA

16. **Appointment of Voting Delegate(s) to the Palm Beach County League of Cities:** Motion to appoint one voting delegate and alternatives to the Palm Beach County League of Cities to serve a one-year term as a representative of the Village of Palm Spring.
    Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote

17. **Change Order No. 3 - Replacement of Surficial Aquifer Well No. 10 (Task Order No. 296) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Florida Design Drilling Corp.:** Motion to approve the reconciliation of Change Order No. 3 for credits for work not performed and the time extension due to delays beyond the Contractor's control.
    Staff: Paul Ward, Assistant Director of Utilities

Motion	Second	Vote

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

18. ***(Second Reading)*** **Ordinance No. 2024-03 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations:** Motion to approve Ordinance No. 2024-03 to amend Chapter 10 to the Village Code of Ordinances which provides that the Florida Building Code is revised every three (3) years by the state and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

19. ***(Quasi-Judicial Hearing)*** **Resolution No. 2024-07 - Residential Planned Unit Development Site Plan (SPR24-02) with Two (2) Waivers - Palm Springs Townhomes East - 3820, 3838 and 3864 Gulfstream Road:** Motion to approve Resolution No. 2024-07 for the construction of 24 two-story townhouses on a 2.48 acre parcel at 3820, 3838 and 3864 Gulfstream Road. The application was submitted by Cotleur & Hearing, agent for Palm Springs Town Homes East, for a Residential Planned Development Site Plan (SPR24-02) with two (2) waivers and conditions. The townhouses will be constructed within four (4) buildings.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

20. ***(Quasi-Judicial Hearing)*** **Resolution No. 2024-08 - Residential Planned Unit Development Site Plan (SPR24-01) with Two (2) Waivers - Palm Springs Townhomes West - 3935 Gulfstream Road:** Motion to approve Resolution No. 2024-08 for a Residential Planned Unit Development Site Plan (SPR24-01) with

two waivers and conditions for the construction of nine two-story fee-simple townhomes on a 0.93 gross acre parcel at 3935 Gulfstream Road, submitted by Cotleur & Hearing, agent for Palm Springs Town Homes West, for construction of nine (9) residential two-story fee-simple townhomes, on a 0.93 gross acre parcel at 3935 Gulfstream Road.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, APRIL 11, 2024, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE ANNUAL CRA MEETING)

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, COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FLORIDA
FEBRUARY 8, 2024 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 Kim Schmitz, Council Member Gary Ready and Mayor Bev Smith.

Absent: None

Also Present was Assistant Village Manager Kim Glas-Castro, Village Attorney Christy Goddeau, Village Clerk Kimberly Wynn, Police Captain Jacob Ruiz as Sergent in Arms, Planning, Building, and Zoning Director Iramis Cabrera, Public Works Assistant Director Timothy Crespo, Utilities Assistant Director Paul Ward and Parks and Recreation Director Juan Ruiz.

INVOCATION
Assistant Village Manager Mrs. Glas-Castro led the Invocation.

PLEDGE OF ALLEGIANCE
The Council led in the Pledge of Allegiance

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA
Assistant Village Manager Mrs. Glas-Castro requested that Item #6 Resolution No. 2024-04, Interlocal Agreement-Wastewater Services and Wastewater Facilities Cost Sharing - Amendment No. 1 be postponed to the March 14, 2024, Village Council Meeting. She also requested to move Item #11 Recognize Palm Beach Preparatory Charter Academy Panther Day Proclamation be moved to the Presentations agenda. Lastly, Work Authorization No. EG-PZB24-2024 Consulting Services for Plan Review and Inspection Services - Engenuity Group was added to the Public Hearings as an Addendum to the agenda.

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

CONSENT AGENDA
1. **January 11, 2024, Village Council Regular Meeting Minutes:** Motion for the approval of the January 11, 2024, Village Council Regular Meeting Minutes.

Staff: Kimberly Wynn, Village Clerk

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2. **Approval of Employee Medical, Dental & Other Benefits (FY 2024) Budget Funded)**: Motion for the approval of staff's recommendation to transition to Cigna Health Insurance for medical benefits other insurance benefits. Funding is available from the FY24 Budget.

Staff: Ashley Saingilus, Human Resources Director

Summary: Effective April 1, 2024, the Village's Health Insurance carrier Humana will no longer participate in group health insurance benefits. As a result, the Gehring Group, the Village's contracted benefits broker, went out to bid for a new Health Insurance carrier.

Staff recommends that the Village transition to Cigna with no increase in costs to the Village or employees for the upcoming plan year effective April 1, 2024. The only change will be regarding EAP service cost from $.95 to $2.22 (annual premium $2,348 to $5,488), which is a cost the Village will incur. All other Village benefits will remain the same. The Village will continue to offer two different plan options for employees for medical insurance.

If approved, the Village would transition to Cigna (1) beginning April 1, 2024, and ending March 31, 2025, for medical benefits. Funding to support the proposed annual premiums is included within the approved FY 2024 Budget (and will be presented for approval within the FY 2025 Budget). The Village will not spend 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.

Medical Insurance: Transition from Humana to Cigna Dental and Vision: Remains with Humana

Fiscal Impact: The proposed cost/rates for employee benefit premiums are included within the FY 2024 Budget. Funding will be proposed within the FY 2025 Budget to be considered by the Village Council during the upcoming budget process. The Village will not spend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

3. **Resolution No. 2024-03 Palm Springs Community Redevelopment Agency (CRA) - FY 2024 Budget Amendment:** This motion is to approve Resolution No. 2024-03 amending the FY24 operating budget to allow Palm Springs Community Redevelopment Agency (CRA) to increase its budget by $445,644 to reflect remaining fund balances by September 30, 2023 (FY23), resulting in a proposed increase of $2,851,367.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Summary: The proposed Resolution recommends an amendment to the annual budget for the Palm Springs Community Redevelopment Agency (CRA) to increase the total

budget by $445,644.

The proposed amendment allocates the FY23 fund balance to the respective CRA district:

CRA DISTRICT	FY24 Budget Amendment	Proposed Total FY24 Budget
Congress Avenue District Budget	+ $238,040	$2,130,006
Lake Worth Road District Budget	+ $207,604	$ 721,361

Note: Per Chapter 163.387(7), Florida Statutes, any fund balance left at the end of the fiscal year must be "appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan" or must be used to reduce indebtedness or must be returned to each taxing authority.

The Palm Springs CRA Community Redevelopment Plan identifies five (5) key economic development strategies to promote investment and revitalization. One of these strategies is business attraction and recruitment. The proposed budget amendment allocates the FY23 fund balance to this effort and provides funding for:

- Catalyst Fund (property improvement grant) as an incentive and match for local investment to eliminate blighting conditions on properties;
- Land Acquisition to facilitate redevelopment of strategic parcels as a catalyst for the area; and
- Contractual services to assist CRA staff implement the CRA Community Redevelopment Plan workplan, including a Stakeholders/Investors showcase, placemaking to create a unique identity for each district, and to generate destination events to stimulate investment interest.

The proposed budget amendment was considered by the Palm Springs CRA Board on January 11, 2024 and was approved for Village Council consideration.

Fiscal Impact: The proposed resolution recommends an amendment to the FY24 operating budget for the Palm Springs CRA to "true-up" the fund balance remaining on September 30, 2023 (FY23). The proposed increase of $445,644 will bring the total Palm Springs CRA budget to $2,851,367.

Note: The proposed amendment will produce an amended Village budget totaling $90,130,874.

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4. **Work Authorization No. KH-U22 - 2024 Water & Wastewater Rate Study, Revenue Sufficiency, and Capital Charges Analysis Update (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn and Associates.:** Motion to approve the Work Authorization No. KH-U22 with Kimley-Horn Associates Inc. for $123,000.00 for professional engineering services associated with the water & wastewater rate study and capital improvement program. Funding is available from the FY 2024 Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department is requesting approval of Work Authorization KH-U22 with Kimley-Horn and Associates for professional engineering services related to the development of a 5-year utility rate study and capital contribution fee analysis. The Water & Sewer Enterprise Fund was established by the Village Council as a separate accounting fund that is maintained in accordance with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board. As a proprietary fund, the Water & Sewer Enterprise Fund is self- supporting in that the services rendered by the fund are generally financed through user charges or on a cost reimbursement basis. As a result, timely and current analysis of the Village's utility revenues and expenses within the fund is necessary to ensure the sufficiency of revenues to cover current and future utility expenses, which include operating expenses, renewal and replacement expenses, transfers to the General Fund and capacity related expenses.

In 2018, the Village Council approved a rate ordinance which included a 5-year schedule-of-fees for the water and sewer enterprise fund covering fiscal years 2019 through 2024 (Work Authorization KH-U01). With the pending expiration of the current schedule-of-fees, a new study and rate ordinance is required prior to the beginning of Fiscal Year 2025 (October 1, 2024).

As a result, the Village Council is requested to authorize funding to complete a Utility Rate Study, that includes all requisite professional engineering services and all related tasks, to be completed by Kimley-Horn, 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:

Task	Cost
Water Supply and Other Infrastructure Plan Development	$25,650.00
Capital Improvement Plan Development	$11,350.00
Water and Wastewater Rate Study	$84.500.00
Total	$123,000.00

Note: Kimley-Horn is expected to coordinate the professional services associated with the Village's 2024 Water & Wastewater Rate Study with Raftelis (formerly Public Resources Management Group (PRMG)) - the firm that completed the 2019 Water & Wastewater Rate Study - and will serve as a sub-consultant to Kimley-Horn for the rate

analysis.

The Village Council has approved funding ($125,000) within the FY 2024 Budget - Water & Sewer Enterprise Fund to support this project. 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.

If approved, it is estimated that the proposed study will take approximately six (6) months from the date that the work authorization is authorized for Kimley-Horn.

The proposed work authorization has been prepared by Kimley-Horn and reviewed by the Assistant Utilities Director, Utilities Director, the Finance Director, and the Village Attorney.

Fiscal Impact: Funding to support the proposed work authorization 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 or amended each year for these goods and services over the term of this contract.

5. **Equipment Purchase - Cooperative Purchase - Tradewinds Power Corp. - Utilities Department (FY 2024 Budget Funded):** Approve a Cooperative Agreement Purchase utilizing 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 one (1) portable generator for $75,810.00 from Tradewinds Power Corp. 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 needs to purchase a portable generator 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 Tradewinds Power Corp.). 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 one (1) portable generator for $97,500.00. Utilizing the County Sheriffs' Association and Florida Association of Counties, staff were able to obtain a quote for $75,810.00.

If approved, the Village would accept Tradewinds' 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.

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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.

6. **Resolution No. 2024-04 - Interlocal Agreement - Wastewater Service and Wastewater Facilities Cost Sharing - Amendment 1 - Utilities Department:** Motion for the approval of Resolution 2024-04 of an Interlocal Agreement between The City of Lake Worth Beach and the Water and Sewer Enterprise Fund. The agreement provides wastewater service and facilities cost-sharing services from September 30, 2023, until September 30, 2033, with two renewal options. ***(POSTPONED TO MARCH 14, 2024, VILLAGE COUNCIL MEETING).***
Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department is requesting the Village to renew an Interlocal Agreement with The City of Lake Worth Beach to provide wastewater service and wastewater facilities cost- sharing services. The Village has been in an Interlocal Agreement for these services for ten (10) years.

The original Interlocal Agreement between the City of Lake Worth Beach and the Village went into effect on March 27, 2013, and expired on September 30, 2023. The City of Lake Worth Beach has proposed the attached first amendment to the existing Agreement, which the Lake Worth Sub- Regional Board reviewed during meetings on November 8, 2023, and December 13, 2023.

If approved, the Agreement will commence for a ten (10) year term, retroactively commencing on September 30, 2023, and expiring on September 30, 2033, with two (2) additional ten (10) year renewal options remaining.

The amended agreement includes the following changes that take effect during the 2024-2025 fiscal year.

- The Capital/Repair & Restoration Reserve Fund has been tentatively set at $2,500,000.00 by the board and shall be reviewed annually during budgeting.
- In case of emergency repairs to the shared wastewater collection system, a Catastrophic Fund will be established with a balance of $1,000,000.00 and reviewed annually during budgeting.

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The proposed Interlocal Agreement was prepared by the Village Attorney and reviewed by the Lake Worth Sub-Regional Board, Assistant Utilities Director, and Utilities Director.

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

7. **Work Authorization No. KH-U21 - Water Treatment Plant Facilities Plan (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn and Associates:** Motion to approve Work Authorization No. KH-U21 with Kimley Horn and Associates for the amount of $98,650.00 for professional engineering services related to a Water Treatment Plant Facilities Plan. Funding to support the WTP Facilities Plan is available within the FY24 Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department is requesting approval of Work Authorization KH-U21 with Kimley-Horn and Associates for professional engineering services related to a Water Treatment Plant Facilities Plan. The Main and R.L. Pratt Water Treatment plants had their last major renovations in 2001, and as such, many of the components and facilities have either reached the end of their useful life or need additional renovations. The Water Treatment Plant Facilities plan would identify future facility needs and prioritize future capital projects related to water treatment facilities.

As a result, the Village Council is requested to authorize funding to complete a Water Treatment Plant Facilities Plan, that includes all requisite professional engineering services and all related tasks, to be completed by Kimley-Horn, 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:

Task	Cost
Existing Water Supply, Treatment, Storage, and Pump Evaluation	$79,750.00
Water Treatment Plan Facility Plan Report	$18,900.00
Total	$98,650.00

Note: The Village Council has approved funding ($60,000) within the FY 2024 Budget - Water & Sewer Enterprise Fund to support this project. Although the full cost for this project was not included within the FY 2024 Budget - Water & Sewer Enterprise Fund due to the engineer's cost proposal being slightly above the Village's budget, funding to support the proposed Water Treatment Plant Facilities Plan is available within the Water & Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

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If approved, it is estimated that the proposed study will take approximately six (6) months from the date that the work authorization is authorized for Kimley-Horn & Associates.

The proposed work authorization has been prepared by Kimley-Horn & Associates and reviewed by the Assistant Utilities Director, Utilities Director, the Finance Director, and the Village Attorney.

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 2024 Budget - Water & Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

8. **Authorize Motor and Pump Repair Agreement - Piggyback - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Tripp Electric Motors, Inc:** Motion to approve a piggyback agreement through Martin County to Tripp Electric Motors to employ the services of a vendor to assist in the repair of motors and pumps throughout the Village's wastewater collection system (i.e. lift station pumps to pump sewage) and two (2) water treatment plants (i.e. high service pumps to deliver drinking water to our customers. Funding to support purchases under this proposed authority to purchase is 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.

Staff: Paul Ward, Assistant Director of Utilities

Summary: The Utilities Department throughout the year has a need to employ the services of a vendor to assist in the repair of motors and pumps throughout the Village's wastewater collection system (i.e. lift station pumps to pump sewage) and two (2) water treatment plants (i.e. high service pumps to deliver drinking water to our customers).

To ensure the lowest possible price, the staff is recommending Village piggyback Martin County's current contract awarded to Tripp Electric Motors. This selection by Martin County was completed through a competitive selection process - Motor & Pump Repair (RFB #2023-3545 - November 7, 2023).

If approved, the Village would accept Tripp Electric Motors' pricing by piggybacking the Martin County contract including all terms, conditions and pricing therein. The term of the contract is set to expire on November 6, 2026, and may be renewed for two (2) additional one (1) year renewal options. 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 58-9, 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

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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 has been reviewed by the Assistant Utilities Director, Utilities Director, and the Finance Director.

The Village has worked with the proposed vendor in the past and has received excellent service.

Fiscal Impact: Funding to support purchases under this proposed authority to purchase is available within the FY 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.

9. **Request to Authorize Police Forfeiture Fund Expenditure – Computer Voice Stress Analyzer (CVSA) System and Officer Training:** Provide authorization for staff to utilize Forfeiture Funds to purchase one CVSA system and to train two officers for its use for a total expenditure of $9,995. Funding is available from the Police Forfeiture Fund.

Staff: Thomas Ceccarelli, Police Chief

Summary: One of the legal requirements to be employed as a police officer in the State of Florida is to be of good moral character, which is determined by a background investigation. Background investigations for police officer candidates are a thorough and intricate process. Some of the components of a background investigation require outsourcing services, such as a physical exam, a psychological evaluation, and a truth verification or Polygraph test, which makes the process more costly and untimely. Transitioning any of these components to be conducted internally would greatly benefit the agency and improve the background investigation process.

To improve proficiency and cost-effectiveness within the hiring process for both sworn and civilian positions, for the Palm Springs Police Department, consideration should be given to internally administering the truth verification part of the process instead of outsourcing it. Currently, the cost of outsourcing one Polygraph/truth verification examination is at least $125, and to date, for 2023, this agency has outsourced 33 of these examinations at a cost of over $4,000.

The recruiting and applicant background process will significantly increase as the department grows and new positions are added. Therefore, applying strategies that will lower costs and increase efficiency in the process will be significant. While developing an in-house truth verification process will be more costly during the initiation year due to training and the cost of equipment, the long-term effects will save the agency money and give background investigators increased flexibility and availability to perform these examinations.

Training and certifying our investigators to perform these tasks will also provide the agency with an additional investigative tool for criminal investigations by having the ability to offer truth verification interviews to subjects of an investigation, when applicable.

The two applications for truth detection services available to law enforcement are the Polygraph and the Computer Voice Stress Analyzer (CVSA). In comparing the two options for equipment cost and training, Polygraph would have a much higher cost to initiate, the training is significantly longer, and unlike the CVSA, we would have to dedicate office space for its use.

It is, therefore, the Police Department's request to utilize Forfeiture Funds to purchase one CVSA system and to train two officers for its use for a total expenditure of $9,995.

This expenditure complies with Florida State Statute 932.7055 (5a), which specifically states, in part, that these funds shall be used for "law enforcement purposes, which include…providing additional equipment or expertise."

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

10. **Work Authorization No. CT-S02 – Bermuda Road Drainage Improvements - Public Works Department (FY 2024 - Stormwater Enterprise Fund) - Craven Thompson & Associates, Inc.:** Motion for the approval of Work Authorization No. CT-S02 with Craven Thomas & Associates, Inc. in the amount of $88,015.00 for professional engineering services and related tasks associated with Bermuda Road Drainage Improvements. Funding is available from the Stormwater Enterprise Fund.

Staff: Andrew Klausner, Project Coordinator

Summary: Bermuda Road has experienced drainage and standing water concerns for several years prior to this area being annexed into the Village from Palm Beach County. It has been identified by Village staff, the Village's Stormwater System Evaluation and Improvement Plan, and the Village of Palm Springs Community Redevelopment Agency as an area where stormwater improvements and conveyance are needed.

In 2016, Keshavarz and Associates was contracted by the Village to conduct, study and prepare the Village's Stormwater System Evaluation and Improvement Plan. Bermuda Road was identified as project Number 13 in the Village's Stormwater Master Plan as a potential project to implement solutions through LWDD to alleviate the drainage issues within this area.

As a result, the Village Council is requesting to approve Work Authorization CT-S0-2 for professional engineering services and related tasks associated with Bermuda Road Drainage Improvements by Craven Thompson & Associates, Inc., the Village's contracted engineering firm, in the amount of
$88,015.00. The proposed tasks and associated costs to provide the professional engineering services to complete this project are listed in the attached Work

Authorization proposal. If approved, the Village would accept Craven Thompson & Associates, Inc. pricing as outlined within the previously approved General Consulting Services Continuing Contract with Craven Thompson & Associates, Inc. including all terms, conditions, and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2019R-001 - Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

The Village Council has approved $1,030,00.00 for Bermuda Road Drainage Improvements with the FY 2024 Budget - Stormwater 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.

If approved, it is estimated that the proposed Bermuda Road Drainage Improvements will take approximately One Hundred Sixty-Five (165) days to complete, design, and ready to go out to bid (1st week of August 2024) and Three Hundred Forty-Five (345) days total to complete the project from the date the work authorization is issued to Craven Thompson & Associates, Inc. by the Village.

The proposed work authorization was prepared by Craven Thompson & Associates, Inc. and reviewed by the Assistant Public Works Director, Village Project Manager, Village Attorney and Finance Director.

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

Fiscal Impact:

Allocated/Estimated Project Funding:	*Amount*
FY 2024 Approved Funding - Stormwater Enterprise Fund (TO #333):	$ 1,030,00.00
Expected Project Costs:	*Amount*
Projected Costs - Design & Engineering - Stormwater Enterprise Fund (TO #333):	$ 88,015.00

Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Stormwater 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.

DRAFT

11. ***(MOVED TO PRESENTATIONS AGENDA)***

Staff: Kimberly Wynn, Village Clerk

Dr. Sherard Walker, along with PBPC faculty and students presented the Council with pictures from their 1st Annual Panther's Day celebration. Dr. Walker talked about Panther Day. The school offers Barbering, Nail Tech and Nursing. They are in the process of adding Gaming as a new career track for students. The school received a grant of $100,000 which was spent on gaming equipment. The academy believes in preparing students for lifelong learning that helps them to become productive citizens of society. Dr. Walker thanked the Council for their support and the proclamation. The school has partnered with Palm Beach State and the Palm Beach School District to have a branch campus at the state college. They have 180 seniors that will attend their final year of the academy at Palm Beach State. He invited the Council to tour the main campus and the college campus. Mayor Smith read the proclamation into the record.

12. **Proclamation Recognizing Crossing Guard Appreciation Day on February 9, 2024**

Staff: Kimberly Wynn, Village Clerk

13. **Proclamation Recognizing Women in Construction Week - March 3, 2024 - March 9, 2024**

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Mayor Smith called for public 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 Schmitz. The said motion carried 5-0.

PRESENTATIONS

Recognize Palm Beach Preparatory Charter Academy Panther Day Proclamation - February 2, 2024 ***(MOVED FROM CONSENT AGENDA ITEM #11)***

Staff: Kimberly Wynn, Village Clerk

Dr. Sherard Walker, along with PBPC faculty and students presented the Council with pictures from their 1st Annual Panther's Day celebration. Dr. Walker talked about Panther Day. The school offers Barbering, Nail Tech and Nursing. They are in the process of adding Gaming as a new career track for students. The school received a grant of $100,000 which was spent on gaming equipment. The academy believes in preparing students for lifelong learning that helps them to become productive citizens of society. Dr. Walker thanked the Council for their support and the proclamation. The school has partnered with Palm Beach State and the Palm Beach School District to have a branch campus at the state college. They have 180 seniors that will attend their final year of the academy at Palm Beach State. He invited the Council to tour the main campus and the college campus. Mayor Smith read the proclamation into the record.

DRAFT

PUBLIC COMMENT

Chief Spiegelhalter advised that there was a standard simplified pie graph report used for all cities. It restricts the information that is in the report to avoid problems with HIPPA and Public Records laws. Chief Spiegelhalter reported 420 calls for the month of January. About 322 calls were Emergency Medical Service-related incidents. Forty-one were vehicle accidents, twenty-four were fire alarms; Twenty-one were investigations; eleven fires and one hazardous situation (power lines down). The total response time was five minutes and fifty seconds, which includes the time a call is dispatched to the call center to the travel time of crews. Council member Schmitz complimented PBCFR for their quick response to a fire in the neighborhood. He also reported 35 new employees that are now enrolled in the Fire Academy.

Mayor Smith moved to #11 on the agenda.

PUBLIC HEARINGS

14. ***(First Reading)*** **Ordinance No. 2024-03 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations:** Motion to approve Ordinance No. 2024-03 to amend Chapter 10 to the Village Code of Ordinances which provides that the Florida Building Code is revised every three (3) years by the state and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare. Staff: Iramis Cabrera, PZB Director

Summary: Planning, Zoning & Building Staff is recommending an amendment to the Village's Code of Ordinances (Chapter 10 - Buildings and Building Regulations) by adopting, by reference, the new Florida Building Code, 8th Edition (2023), which will become effective within the State of Florida on January 1, 2024. The Florida Building Code is revised every three (3) years by the state and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare. The 7th Edition of the Florida Building Code was adopted by the Village in 2021 (Ordinance 2021-01).

Additionally, the Village can provide/approve local amendments ("Chapter One Amendments") that are more specific than the Florida Building Code and are adopted concurrently to create consistency. These proposed amendments provide for local administrative regulations and requirements (i.e., enforcement mechanisms, interpretation/appeal procedures, etc.).

The Building Officials Association of Florida (BOAF) developed the proposed Chapter One Amendments as a template for local governments within Palm Beach County to address local regulations and requirements better. The Village's Interim Building Official, Wayne Cameron, served on the Advisory Board Subcommittee to develop the proposed recommendations/revisions to Chapter One of the new Florida Building Code.

As a result, the Florida Building Code, 8thEdition (2023), and the proposed "Chapter One Amendments" include amendments to the following construction standards:

a. Roofing
b. Energy
c. Fire
d. Plumbing
e. Electrical
f. Code Administration

Note: The Florida Building Commission updates the Florida Building Codes every three (3) years. If approved, the proposed Chapter One Amendments will be submitted to the Building Official Commission within 30 days of adoption.

The Planning & Zoning Board considered the proposed ordinance at its January 9, 2024, meeting and recommended approval.

Ms. Cabrera presented Ordinance No. 2024-03. She explained that the Village plans to adopt the new Florida Building Code, 8th Edition (2023) as its minimum construction standards for buildings and structures. The proposed "Chapter One Amendments" are for local administrative regulations and requirements. The Building Officials Association of Florida developed these amendments for Palm Beach County. The changes include the construction standards for Roofing, Energy, Fire, Plumbing, Electrical, and Code Administration. The code is revised every three years.

The Village Attorney, Ms. Goddeau, read the title of the caption to the record. Mayor Smith offered the public and Council an opportunity to comment and further discuss.

Vice-Mayor Brinkman motioned for the approval of Ordinance No. 2024-03, and it was seconded by Council Member Ready. The said motion carried 5-0.

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

14A. **Work Authorization No. EG - PZB24 - 2024 Consulting Services for Plan Review and Inspection Services - Engenuity Group, Inc.:** Approve Work Authorization No. EG-PZB24- 2024 with Engenuity Group, Inc., for Consulting Services for Plan Review and Inspection Services. Funding to support Work Authorization No. EG - PZB24-2024. ***(ADDENDUM)***

Staff: Iramis Cabrera, PZB Director

Summary: The Planning, Zoning and Building Department is requesting approval of Work Authorization No. EG - PZB24 - 2024 with Engenuity Group, Inc. for professional engineering services related to development and redevelopment projects which require professional engineering services.

Engenuity Group is authorized to provide engineering plan review and construction observation services and will continue to provide such reviews, oversight, approvals, observations and other needs to address the Village's development applications and

construction permits.

On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on March 10, 2016, the Village selected four (4) firms to provide design, construction management, general engineering services, plat, plan review and inspection services, which included Engenuity Group, Inc.

The initial five-year term agreement expired in 2021, and it has been extended for all consequent years. The Fourth Amendment was approved on November 10, 2022, and extended the agreement until March 11, 2024.

Currently, the Planning, Zoning and Building Staff is requesting approval of work authorization in consideration of the ongoing projects we have with the firm and, if approved, would allow their services to be provided until September 30, 2024.

Ms. Cabrera presented this item. She explained Work Authorization No. EG - PZB24 - 2024 provides approval of Engenuity Group, Inc. for professional engineering services related to development and redevelopment projects which require professional engineering services. The work authorization is for ongoing projects the Village has with the firm. It would allow their services to be provided until September 30, 2024. Funding to support the proposed work authorization is available through Cost Recovery and Escrow Deposits as approved by the Village Council via Ordinance No. 2017-03.

There were no comments from the public.

Vice-Mayor Brinkman made a motion to approve Work Authorization No. PZB24-2024 with Engenuity, and it was seconded by Council Member Schmitz. The said motion carried 5-0.

Fiscal Impact: Funding to support the proposed work authorization is available through Cost Recovery and Escrow Deposits as approved by the Village Council via Ordinance No. 2017-03.

ACTIONS AND REPORTS

15. **Discuss the Selection of a Design for the LED Messaging Signs:** The staff is seeking direction from the Council through a consensus about the design of the new Village LED Messaging Signs in keeping with the branding colors and themes approved in April 2022.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Summary: Ferrin Signs has been assisting Village staff in preparing concepts for a new electronic changeable message board prototype that utilizes the Village branding colors

and themes.

The vertical monument sign concepts utilize the Village colors (purple and green), incorporate an embossed palm background on the sign base (in keeping with the theme of proposed building panels on the police department expansion), and contain the free-form Village logo, which illuminates internally. The conceptual monument signs can support a 7'4" display.

While similar in design, the three concepts have slight variations in width and flourishes:

- Concept #1 is a 3'11.75" x 10' sign base covered with a curved cap.
- Concept #2 is a 4'x10' sign base with green siding and a flat ridge top.
- Concept #3 is a 5'x10' sign base with a curved cap.

The staff is seeking Council consensus on the sign concept for final design specifications.

Once finalized, the new messaging sign will be displayed throughout the Village to announce Village events, emergency notices, and information benefiting the residents. Proposed locations include Davis Road (replacement of existing signs), Alemeda Drive, Greenbrier Drive near Congress Avenue, and Davis Road near 10th Avenue North.

Message signs will be installed in phases as the annual budget allows. The existing electronic message sign on Davis Road is approximately 8' x 7.5' in dimension.

Please note that the graphics include an example of a park identification sign. These concepts are not being discussed at this time.

The Assistant Village Manager, Mrs. Glas-Castro spoke on this item. The Village has been working with Ferrin Signs to discuss concepts for the freestanding messaging board that will replace the one on Davis Road. She thanked the resident, Mr. Ralph Lashells for his assistance with the project. She asked the Council to provide the staff with directions about three signs with similar concepts but slightly different.

Concept #1 is about 4 ft wide and 10 ft tall with a curved cap. The second sign has a flush ridge on top without a cap. There are lights on the side. The third sign is about 5 ft wide with the cap on top. All of them have an embossed emblem which is to keep in theme with the design of the park expansion project. She discussed the features of each. The board offers graphics and messaging.

Council Member Ready stated his preference for the third sign and asked if the signs would be hard-wired or solar. He was advised the signs are all hard-wired to support the monitor feature. Mayor Pro Tem Waller and Mayor Smith also prefer the third concept, but they would like to have color. She asked if a freeform seal could be placed on the green portion of the sign, and a purple eyebrow. As a visual for the concept, Mrs. Glas-Castro mentioned the landscaping may be taller. Vice-Mayor Brinkman preferred the third option. The height of the sign is more balanced. Council Member Schmitz also

preferred option #3. She likes the idea of the emblem in the green portion.

Mr. Ruiz cautioned that if the Council moves forward with color on the eyebrow of the sign, it may age quicker because of the South Florida saltwater air.

The consensus of the Council is Option #3, with the eyebrow (aluminum) as presented and the logo on the green portion on the sign.

The Council asked about the timing and placement of the signs. Mrs. Glas-Castro stated the first signs replacing the sign in front of the library. There was discussion about the sign dimensions. Mrs. Glas-Castro and Mr. Ruiz stated that after the sign were placed at the library location, they would like to look at the Alemeda location near Pathway Parkway. That sign would be a two-way board that is digitized. Another location for micro signs is on high traffic areas like 10th Avenue and Davis Boulevard. Mr. Ruiz explained that this is something that can be phased in and not completed at once. He explained this would be put out to bid for the spec and brought back before the Council for final.

The council likes item #3 with the aluminum brow. The new sign will be taller and narrower. The Council discussed areas where the sign should be placed at Alemeda. A suggestion from Mr. Ruiz is to have a sign placed at 10th and Davis. The goal is to keep the design consistent throughout the Village. Council Member Ready asked which department is responsible for keeping updating text on the message board. He was advised that the Parks Department would spearhead the function.

Fiscal Impact: The FY24 Budget includes $80,000 for a new LED messaging sign. The final cost of the proposed sign(s) will vary depending on materials selected for the sign base to support the messaging display, and will need to be procured through competitive bidding.

VILLAGE MANAGER COMMENTS

There were no comments from the Assistant Village Manager.

VILLAGE COUNCIL COMMENTS

The Council invited residents to the Touch-a-Truck Event. The Council discussed the activities and events they each participated in over the past week. Mrs. Glas-Castro talked about the latest legislations bills and their status.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Meeting at 7:11 p.m.

DRAFT

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on February 8, 2024. Which minutes were formally approved and adopted by the Village Council on March 14, 2024.

Kimberly M. Wynn

Kimberly M. Wynn, Village Clerk

NEXT REGULAR MEETING:
THURSDAY, MARCH 14, 2024, AT 6:30 PM

DRAFT

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Administration

ITEM #3: Professional Services Agreement for Code Enforcement Special Magistrate - Diane James-Bigot (Legal - Other Professional Services - FY24)

SUMMARY: Ms. Diane James-Bigot, from the Law Offices of Diane James-Bigot, has been serving as the Village's Special Magistrate since April 11, 2019.

The Village is proposing to pay Ms. James-Bigot for her services as the Code Enforcement Special Magistrate at $210.00 per hour. However, Ms. James-Bigot will not charge for travel time to and from hearings.

The Village is requesting the reappointment of Ms. James-Bigot to provide alternate Special Magistrate services for three (3) years, with three (3) one (1) year extensions. The Village Manager can exercise renewing the extensions on behalf of the Village.

Please note that according to Section 58-2 of the Village's procurement code, the selection of the Special Magistrate is exempt from the competitive selection purchase requirements.

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

Per Section 58-2. Exempt Purchases within the Village's procurement code, selection of the Special Magistrate is considered exempt from the competitive selection purchase requirements.

FISCAL IMPACT:
Funding to support the Professional Services Agreement is available from Legal - Other Professional Services.

ATTACHMENTS:
1. Professional Services Special Magistrate Agreement 2024 - Diane James-Bigot, P.A.

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Diane James-Bigot, P.A.**, an attorney licensed to practice law in the State of Florida ("Special Magistrate"), effective this 1st day of January, 2024.

RECITALS

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

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

WHEREAS, the Village desires to engage the Special Magistrate for an initial term of three (3) years with three (3) one-year renewal options; and

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

WHEREAS, the Village Council finds entering this Agreement serves a valid public purpose.

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

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

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

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that the Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate's, officers, directors, employees, independent contractors, representatives, or agents performing services for Special Magistrate pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and the Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative, or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. Unless terminated earlier as stated herein, the term of this Agreement is for three (3) years from the effective date shown above, with three (3) one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village. The Village and the Special Magistrate may mutually agree to extend the term set forth herein with the Village Manager authorized to further extend the term.

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

c. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions that occurred before termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify the Special Magistrate of such occurrence and either the Village or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever. Village shall pay the Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

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

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

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Village Clerk's Office
clerk@vpsfl.org

With a copy (via mail or email) to:

Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Attn: Christy Goddeau
christy@torcivialaw.com

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

SECTION 6: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations, and administrative instructions that relate to the parties' performance of this Agreement.

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

SECTION 8: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 9: AUTHORITY TO PRACTICE. The Special Magistrate hereby represents and warrants that she has and will continue to maintain all licenses and approvals required to conduct her business and provide the services required under this Agreement, and that he will at all times conduct his business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 10: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 11: PUBLIC ENTITY CRIMES, E-VERIFY, AND SCRUTINIZED COMPANIES.

a. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the Special Magistrate certifies that it, its 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.

b. If applicable to the Special Magistrate, pursuant to Section 448.095(5), Florida Statutes, the Special Magistrate and any subcontractor thereof, shall register with and use the E-Verify system to

verify the work authorization status of all new employees of the Special Magistrate and the subcontractor.

c. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Special Magistrate certifies that he is not participating in a boycott of Israel. The Village and the Special Magistrate agree that the Village will have the right to immediately terminate the Agreement if the Special Magistrate is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

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

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

SECTION 13: PUBLIC RECORDS. The Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Village to perform the service.

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the Village.

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

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION KIMBERLY WYNN, VILLAGE CLERK, 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461

SECTION 14: ENTIRETY OF AGREEMENT. The Village and the Special Magistrate agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 15: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 16: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Primary Special Magistrate Services) as of the day and year set forth above.

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

VILLAGE OF PALM SPRINGS

By: _____
Beverly Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney

SPECIAL MAGISTRATE:

By: _____
Diane James-Bigot, P.A.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Administration

ITEM #4: Approval of Professional Services Agreement of Code Enforcement Special Magistrate Mr. William P. Doney

SUMMARY: Mr. William Doney, associate with Caldwell Pacetti Edwards Schoech & Viator, LLP, has served as the Village's Alternate Special Magistrate since October 8, 2015. If Mr. Keith David, Special Magistrate (appointed December 8, 2022), cannot perform his duties on scheduled hearing days, Mr. Doney will serve as the Village's Special Magistrate.

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

Staff requests the re-appointment of Mr. Doney as an alternate to provide Special Magistrate Services to the Village for three years with three (1) one (1) year extensions. The Village Manager may exercise renewals on behalf of the Village.

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

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

FISCAL IMPACT:
Funding to support the Professional Services Agreement is available from Legal - Other Professional Services.

ATTACHMENTS:
1. Professional Services Agreement - William P. Doney, Esq.

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **William P. Doney, Esq.**, an attorney licensed to practice law in the State of Florida ("Special Magistrate"), effective this ____ day of _____, 2024.

RECITALS

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

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

WHEREAS, the Village desires to engage the Special Magistrate for an initial term of three (3) years with three (3) one-year renewal options; and

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

WHEREAS, the Village Council finds entering this Agreement serves a valid public purpose.

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

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

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

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that the Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate's, officers, directors, employees, independent contractors, representatives, or agents performing services for Special Magistrate pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and the Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative, or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. Unless terminated earlier as stated herein, the term of this Agreement is for three (3) years from the effective date shown above, with three (3) one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village. The Village and the Special Magistrate may mutually agree to extend the term set forth herein with the Village Manager authorized to further extend the term.

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

c. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions that occurred before termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify the Special Magistrate of such occurrence and either the Village or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever. Village shall pay the Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

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

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

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Village Clerks Office clerk@vpsfl.org

With a copy (via mail or email) to:

Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407 Attn:
Christy Goddeau
christy@torcivialaw.com

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

SECTION 6: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations, and administrative instructions that relate to the parties' performance of this Agreement.

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

SECTION 8: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 9: AUTHORITY TO PRACTICE. The Special Magistrate hereby represents and warrants that she has and will continue to maintain all licenses and approvals required to conduct her business and provide the services required under this Agreement, and that he will at all times conduct his business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 10: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 11: PUBLIC ENTITY CRIMES, E-VERIFY, AND SCRUTINIZED COMPANIES.

a. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the Special Magistrate certifies that it, its 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.

b. If applicable to the Special Magistrate, pursuant to Section 448.095(5), Florida Statutes, the Special Magistrate and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Special Magistrate and the subcontractor.

c. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Special Magistrate certifies that he is not participating in a boycott of Israel. The Village and the Special Magistrate agree that the Village will have the right to immediately terminate the Agreement if the Special Magistrate is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

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

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

SECTION 13: PUBLIC RECORDS. The Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a. Keep and maintain public records required by the Village to perform the service.

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the Village.

d. Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of Special Magistrate or keep and maintain public records required by the Village to

perform the service. If Special Magistrate transfers all public records to the Village upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION KIMBERLY WYNN, VILLAGE CLERK, 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461

SECTION 14: ENTIRETY OF AGREEMENT. The Village and the Special Magistrate agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 15: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 16: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Special Magistrate Services) as of the day and year set forth above.

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

VILLAGE OF PALM SPRINGS

By: _____
Beverly Smith, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney

SPECIAL MAGISTRATE:

By: _____
William P. Doney, Esq.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Administration

ITEM #5: Resolution No. 2024-10 - Interlocal Agreement - Congress Avenue Sanitary Sewer - Palm Beach County

SUMMARY: Village and CRA staff have been coordinating with Palm Beach County on concept designs for the extension of sanitary sewer along Congress Avenue, north of Forest Hill Boulevard. Village Engineer, Holtz Consulting Engineers (Holtz), prepared three (3) drafts of the Basis of Design Report (BODR) for the sewer force main(s) design, which was finalized in August, 2023. The total costs of the proposed project to serve the Congress Avenue CRA district, generally north of Forest Hill Boulevard, are estimated at $7.9 million, which is more than double the original estimate prepared in 2019. As a result, Holtz included in the final report a “Phase 1” that meets the initial $3 million project estimate.

The proposed project is a partnership with Palm Beach County to facilitate redevelopment in the Congress Avenue District of the CRA. The lack of sanitary sewer was outlined in the Finding of Necessity Report for the CRA as one of the factors contributing to blight in the area, and limiting redevelopment potential. The CRA Community Redevelopment Plan identifies the sanitary sewer project as a priority for the corridor.

Village/CRA staff and Palm Beach County staff are proposing an Interlocal Agreement for Village/CRA-County Partnership based on the $3 million Phase 1 concept. The interlocal agreement provides for the following:

- The Village, and its engineers, it will take the lead in the project and oversee the finalization of construction plans, hire the contractors and oversee the construction. The Village and County will share the costs of the project, up to $1.5 million each.
- The Village may utilize (piggyback) County contractors to install the improvements.
- The County will reserve sewer capacity (projected flow plus 25% buffer) to serve future redevelopment of the Congress Avenue corridor.

If approved, it is estimated that the finalization of construction plans, based on the BODR concept design, will take approximately six (6) months from the date surveying is complete, and construction is estimated to take approximately sixteen (16) months following the Notice to Proceed.

The proposed Interlocal Agreement has been prepared by the Village Attorney and reviewed by the Palm Beach County Attorney, Water Utilities Director, and Assistant County Administrator.

FISCAL IMPACT:

The Village/CRA has budgeted $1.5 million for its portion of the project costs for Phase 1. 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 agreement.

ATTACHMENTS:

1. Resolution No. 2024-10 - Interlocal Agreement- Congress Avenue Sanitary Sewer - Palm Beach County
2. Proposed Interlocal Agreement - Congress Avenue Sanitary Sewer - Palm Beach County
3. Basis of Design Report (BODR)

RESOLUTION NO. 2024-10

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY REGARDING CONGRESS AVENUE SANITARY SEWER IMPROVEMENTS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE SAME AND FOR OTHER PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") and Palm Beach County ("County") desire to work cooperatively together to encourage economic development by promoting the efficient delivery of sanitary sewer services through the expansion and improvement of sewer infrastructure; and

WHEREAS, certain commercial properties along Congress Avenue between Forest Hill Boulevard and Summit Avenue ("Properties") are located in unincorporated Palm Beach County, contiguous and adjacent to the corporate limits of the Village of Palm Springs, and in close proximity to Palm Beach International Airport; and

WHEREAS, the Properties are located within the County water and sewer service area but are not currently served by the sewer system; and

WHEREAS, due to the lack of sanitary sewer service, the Properties remain underdeveloped despite their prime location near the airport; and

WHEREAS, in order to provide service to the Properties through the County's system, it will be necessary to increase the force main capacity to accommodate the additional tie-ins; and

WHEREAS, the Village and the County desire to work cooperatively to provide the infrastructure improvements necessary to extend service to the area in which the Properties are located ("Project"); and

WHEREAS, under the proposed Interlocal Agreement, the Village and the County will share equally in the Project costs up to $3 Million, after which the Village will be responsible for all Project costs subject to the budget and appropriation provision set forth in the Interlocal Agreement; and

WHEREAS, the Village finds that the cooperative efforts set forth in the proposed Interlocal Agreement and the extension of sanitary sewer to the Properties serve a valid public purpose and are in the best interests of the Village.

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

Section 1. Village Council of the Village of Palm Springs hereby approves the Interlocal Agreement with Palm Beach County regarding Congress Avenue Sanitary Sewer Improvements which Interlocal Agreement is attached hereto as Exhibit "1" and incorporated herein.

Section 2. The Mayor or designee is authorized to execute the Interlocal Agreement attached as Exhibit "1" and take all other actions necessary to effectuate the purpose of the same.

Section 3. This Resolution shall take effect immediately upon adoption.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR			
JONI BRINKMAN, VICE MAYOR			
PATTI WALLER, MAYOR PRO TEM			
KIM SCHMITZ, COUNCIL MEMBER			
GARY READY, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this _____day of March 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:
BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY L. GODDEAU, VILLAGE ATTORNEY

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF PALM SPRINGS REGARDING CONGRESS AVENUE SANITARY SEWER IMPROVEMENTS

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and the **VILLAGE OF PALM SPRINGS**, a municipal corporation of the State of Florida, ("Village"), collectively referred to as the Parties.

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties desire to work cooperatively together to encourage economic development by promoting the efficient delivery of sanitary sewer services through the expansion and improvement of sewer infrastructure; and

WHEREAS, the commercial properties along Congress Avenue between Forest Hill Boulevard and Summit Avenue, as depicted in **Exhibit "A"** attached hereto ("Properties"), are located in unincorporated Palm Beach County, contiguous and adjacent to the corporate limits of the Village of Palm Springs, and in close proximity to Palm Beach International Airport; and

WHEREAS, the Properties are located within the County water and sewer service area but are not currently served by the sewer system; and

WHEREAS, due to the lack of sanitary sewer service, the Properties remain underdeveloped despite their prime location near the airport; and

WHEREAS, in order to provide service to the Properties through the County's system, it will be necessary to increase the force main capacity to accommodate the additional tie-ins; and

WHEREAS, the Parties therefore desire to work cooperatively to provide the infrastructure improvements necessary to extend service to the area in which the Properties are located ("Project"); and

WHEREAS, the Parties will share equally in the Project costs up to $3 Million, after which the Village will be responsible for all Project costs subject to the budget and appropriation provision set forth herein; and

WHEREAS, the Village will procure contracts for the design and construction of the Project, and may piggyback on existing County contracts, and will oversee the design and construction of the Project; and

WHEREAS, the County and Village find that cooperative efforts set forth herein serve a public purpose.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, the sufficiency of which is acknowledged by both parties, the County and Village hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference.

2. Term/Effective Date. This Agreement shall become effective upon approval by both Parties and continue until the completion of all obligations set forth herein. The Effective Date of this Agreement shall be the date this Agreement is approved by the Palm Beach County Board of County Commissioners ("Effective Date"). This Agreement shall terminate upon completion of the Project and all related close-out requirements of the Project and this Agreement and the County's reimbursement of its share of the design and construction costs to the Village.

3. Obligations of County. The Village shall be responsible for contracting for the design and construction services for the Project and for managing the design and construction process. The Village may utilize piggyback contracts to engage contractors hired in accordance with the County's bidding process for any duties associated with the construction of the Project.

a. The County will provide dedicated sanitary sewage capacity reservation to accommodate the increased force main capacity associated with the Project. The capacity reservation shall be the projected wastewater flow from the Properties plus a service capacity buffer of 25 %. Peak hour delivery rate shall be 4.0 times the average daily flow as was assumed in the Basis of Designs Report (BODR) prepared by Holtz Consulting Engineers, dated August 14, 2023.
b. The County will notify the Village each time one of the Properties ties into the system.
c. The County shall reimburse the Village for fifty percent (50%) of the design and construction costs up to a total Project cost of $3 Million as more fully described in Sections 4 and 5 below.
d. Any fees charged by any agency, including the County and the Village, will be included in total projects costs to be shared by the Parties.

4. Obligations of Parties.

a. The Village and the County shall share equally in all costs of the Project, with the Village fronting one hundred percent (100%) of the costs and invoicing the County for reimbursement of its fifty percent (50%) share of up to a total Project cost of $3 Million as set forth herein and in Section 5 below. The Village is responsible for one hundred percent (100%) of Project costs over $3 million, subject to the budget and appropriation provision set forth herein.
b. The Village and the County have each incurred costs in the initial design of the Project, which costs are set forth in **Exhibit "B"** hereto ("Initial Design Costs"). The Initial Design Costs shall be deducted from each party's obligation to pay fifty (50%) of the total Project cost of $3 Million with each party's remaining obligation shown in **Exhibit "B".**
c. The Parties will agree on the final scope of the Project prior to the Village entering into

construction contracts. Any changes to the scope of the Project that require a change order after construction commences shall be reviewed and approved by the Authorized Designee of both parties subject to the budget and appropriation provision in Section 6 below.

d. Village shall provide a bill of sale and easements for the completed Project to the County, and any other reasonably necessary Project close-out documentation required by the County, in a form reasonably acceptable to the County and the Village.

5. Payment. During the design and construction of the Project, Village shall invoice the County based on Village-approved pay applications submitted to the Village. Except with regards to the Initial Design Costs, each pay application will include a five percent (5%) administrative mark-up to cover the Village's administrative services, which administrative mark-up will be included in total Project costs to be shared by the Parties. County will, within ten (10) business days after receipt of each invoice, either by non-response indicate agreement to pay Village or return the invoice to Village indicating in writing County's reasonable reasons for refusing to make payment due. Where accepted, Village shall provide County with a final invoice, and, unless returned to the Village in accordance with the above procedure, payment shall be made by County within thirty (30) days of receipt of final invoice from the Village. For any refused invoice that is returned to the Village by the County, the Village may resubmit the invoice and the same review process shall be adhered to until the invoice is resolved for payment. In all circumstances, County's payment of an invoice shall not be unreasonably withheld, delayed or conditioned. If invoice disputes cannot be resolved through staff communication, the parties agree to attempt to resolve any disputes through a meeting of the Authorized Designees set forth in Section 7 prior to any legal action.

6. Budget and Appropriation. All provisions of this Agreement calling for the expenditure of funds by either Party prior to the time the Parties agree on the final scope of the Project as set forth in Section 4(c) above are subject to annual budgetary funding of each Party. Each Party's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by their respective governing bodies. However, once the Parties agree on the final scope of the Project as set forth in Section 4(c) above, unless this Agreement is terminated as provided in Section 8 below, the Village shall prosecute the Project to completion and each Party shall be responsible for their funding obligations as set forth herein.

7. Authorized Designees. The County Authorized Designee shall be the County Administrator or his/her designee. The Village Authorized Designee shall be the Village Manager or his/her designee. Both parties covenant and agree that their respective Authorized Designee is authorized to take the actions set forth herein and that such actions shall have the same force and effect as if approved and executed by the governing bodies of the County and the Village.

8. Termination.

a. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within thirty (30) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the

termination date. The Parties may mutually agree to extend the time for cure and/or termination.

b. If the Village has incurred any design or construction costs prior to the date of termination, the County shall reimburse the Village for its share of those costs consistent with the terms of this Agreement.

9. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and Village shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

10. Indemnification County and Village acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and Village agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the Parties may have under such statute, nor as consent to be sued by third parties.

11. Force Majeure In the event that the performance of this Agreement by either Party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither Party shall be liable for such non-performance.

12. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.

13. Successors and Assigns. County and Village each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this

Agreement. Neither County nor Village shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

14. Waiver. The failure of either Party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said Party may have to any subsequent breach, default, or non-performance, and said Party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

15. Severability If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

16. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Village, shall be mailed or delivered to Village at:

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Village Manager

with a copy not to constitute notice to

Christy Goddeau, Village Attorney
Torcivia, Goddeau, Donlan & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, FL 33416-6097
Attn: Department Director

with a copy not to constitute notice to:

Palm Beach County Attorney's Office
301 North Olive Ave.
Suite 601
West Palm Beach, FL 33401
Attn: Water Utilities Attorney

17. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach

County.

18. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

19. Entirety of Agreement. County and Village agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties.

20. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Village.

22. Non-discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Village represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

23. E-Verify - Employment Eligibility. Village warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Village shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Authority's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this Agreement if it has a good faith belief that Village has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

IN WITNESS WHEREOF, County and Village have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:
Joseph Abruzzo, Clerk of the Circuit Court & Comptroller, Palm Beach County

By:_____
_____
Deputy Clerk

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Maria Sachs, Mayor

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Ali Bayat, Director Water Utilities

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

Exhibit A
Depiction of Properties

Exhibit B
(Initial Design Costs)

The County has incurred $206,012.57 in Initial Design Costs. Subject to the Budget and Appropriation provision in Section 6 of the Agreement, the County's remaining obligation under this Agreement is $1,293,987.43.

The Village has incurred $167,704.00 in Initial Design Costs. Subject to the Budget and Appropriation provision in Section 6 of the Agreement, the Village's remaining obligation under this Agreement is $1,332,296.00

HOLTZ CONSULTING ENGINEERS

Village of Palm Springs

Congress Avenue Wastewater System Improvements
BASIS OF DESIGN REPORT
Final

August 14, 2023

Holtz Consulting Engineers, Inc.

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Appendix I ..... Site Visit Photographs

EXECUTIVE SUMMARY

The Village has identified a Community Redevelopment Area (CRA) along the Congress Avenue corridor north of Forest Hill Boulevard, as shown in Appendix A. The Village and Palm Beach County intend to work together via an Interlocal Agreement to plan, fund, and implement wastewater infrastructure improvements in the area, with the goal of facilitating redevelopment.

The Congress Avenue project area is currently served by a mixture of septic tanks and sewer system connections. The existing PBCWUD sewer infrastructure consists of gravity mains and small private grinder stations that flow to area lift stations, which pump the wastewater through force mains to a treatment plant. The Village tasked Eckler Engineering, Inc. with preparing a Project Criteria and Understanding Memorandum (PCUM), which includes information on the parcels within the proposed project area, existing wastewater flows, and an estimate of the potential Equivalent Residential Connections (ERCs) for each parcel in the service area following future redevelopment. The Village then asked Holtz Consulting Engineers, Inc. to prepare a Basis of Design Report (BODR) to evaluate a conceptual design and estimate the cost of providing wastewater service to the parcels identified in the PCUM as currently lacking service.

The recommended improvements consist of 4-inch and 6-inch force mains installed in road rights-of-way that connect to existing force mains. Numerous alternative wastewater discharge locations were evaluated, and the preferred system is depicted in Figure 8 in Section 4. A preliminary Opinion of Probable Cost is included in Table 12. The estimated capital cost in today's dollars including engineering services and a 30-percent contingency is $7.9 million, with a range of $6.3 to $10.7 million, based on level of accuracy.

A potential first phase of the project to match the initial project budget of $3 Million would be to install the 4-inch force main along the east side of Congress Avenue from Forest Hill Boulevard to the terminus of the existing 4-inch force main north of Summit Boulevard. This initial project work is depicted on Figure 9 in Section 7 and the parcels that would have service availability are also shown. This phase has an Engineer's Estimate of Probable Cost of Construction of $2.9 Million if constructed by a County on-call contractor as summarized in Table 13.

1.0 PROJECT OVERVIEW

The Village of Palm Springs (Village) encompasses an area of approximately 4.25 square miles in southeastern Palm Beach County and has plans to grow and to encourage redevelopment of their commercial corridors. The Village is planning to annex additional adjacent areas in the future to expand the Village boundary as shown on the exhibit in **Appendix A**. The Village and Palm Beach County are both interested in facilitating redevelopment of the Congress Avenue corridor and have identified the lack of wastewater service availability as an impediment to redevelopment in the area. Therefore, the Village and Palm Beach County intend to work together via an Interlocal Agreement to plan, fund, and implement wastewater infrastructure improvements in the area.

The Village has identified a Community Redevelopment Area (CRA) along the Congress Avenue corridor north of Forest Hill Boulevard, as shown in Appendix A. The Village has obtained grant funding to provide wastewater system improvements in parts of the CRA to help support future redevelopment, which includes parcels adjacent to Congress Avenue and the north side of Forest Hill Boulevard. The Village will take the project lead, while working in conjunction with Palm Beach County Water Utilities Department (PBCWUD) to serve all parcels currently without wastewater service, and to plan and implement the required wastewater infrastructure improvements in the form of a low-pressure force main system.

The first step in reaching this goal was to develop a planning document to summarize current conditions and identify redevelopment potential in the project area. The Village tasked Eckler Engineering, Inc. (Eckler) with preparing a Project Criteria and Understanding Memorandum (PCUM) to identify all the parcels to be included within the proposed project area; specify which parcels are current PBCWUD customers, along with the current wastewater flows from these parcels; and estimate the redevelopment potential, future wastewater flows, and number of Equivalent Residential Connections (ERCs) for each parcel in the service area following future redevelopment. This task was completed by Eckler in September 2022, and revised in August 2023 based on additional information provided by PBCWUD. The revised PCUM is attached to this report in **Appendix B**.

For the next phase of planning, the Village tasked Holtz Consulting Engineers, Inc. (HCE) with evaluating the conceptual design and estimating the cost of providing wastewater service to the parcels identified in the PCUM as presently lacking service. The findings and conclusions have been summarized in this Basis of Design Report (BODR) for review and acceptance by project stakeholders prior to embarking on the detailed survey, design, permitting, and construction of required wastewater system improvements. The purpose of this BODR is: 1) to estimate average and peak wastewater flows for each parcel, and in proposed force mains, within the project area based on the estimated future ERCs following redevelopment, 2) to evaluate conceptual wastewater system improvements required to provide service to all parcels in the project area and develop a recommended conceptual design, and 3) to evaluate the potential future connections and impacts to the existing PBCWUD wastewater system after redevelopment. The conceptual design of a force main wastewater conveyance system that will support future redevelopment in the project area will be based on estimated flows, typical industry design criteria, and PBCWUD standards for wastewater collection system design.

The drafts of the BODR are reviewed by Village and PBCWUD staff, and workshops are conducted to receive input and direction as the plan for improvements is finalized, so that the final version will reflect the general consensus of the project stakeholders' reviews and comments. This is the third draft of the BODR; it includes more information on the preferred method of providing wastewater service to the service area, the preferred new piping systems required, potential permitting requirements and an opinion

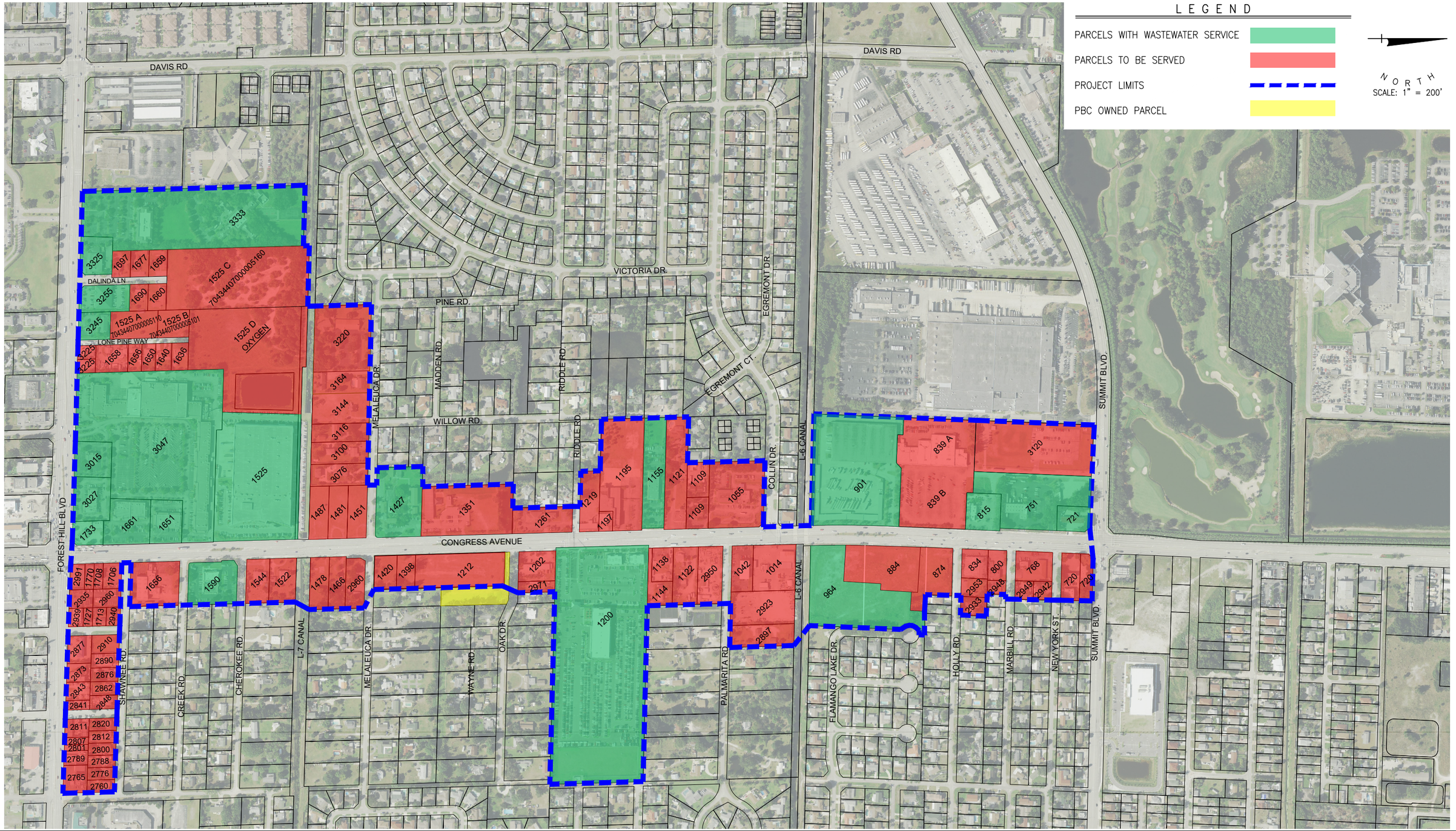
of the probable cost for future construction. The final BODR will serve as the basis for design, permitting, funding, and construction of the future improvements for the proposed project area.

2.0 PROJECT CRITERIA AND UNDERSTANDING MEMORANDUM

The Project Criteria and Understanding Memorandum (PCUM), finalized by Eckler in September 2022 and revised in August 2023, is a planning document that summarizes the pertinent information related to the potential redevelopment of the service area. The information summarized in the PCUM was used as the basis for the engineering analysis summarized in this BODR. The PCUM defines the parcels included in the project area. It also specifies parcels that are current PBCWUD customers, and parcels that should be provided with service as part of this project. **Figure 1** is the Wastewater Service Status Map excerpted from the revised PCUM. Parcels shown in green are current PBCWUD wastewater service customers. Parcels shown in red are those that are not currently PBCWUD customers that may require wastewater service to be provided as part of this project. Approximately 82 percent of the parcels within the project area do not currently have wastewater service. It should be noted that since the PCUM was initially prepared in September 2022, additional information has become available to clarify existing service availability and current water usage information for some parcels in the service area. The future redevelopment plans for some parcels are also better known at this time. The final PCUM dated August 2023 includes updated future ECRs and wastewater flow estimates for several parcels.

The PCUM provides an estimate of the redevelopment potential of the project area, along with estimated potential future wastewater flows for each parcel, based on current zoning and codes. Eckler estimated the redevelopment potential for each parcel based on a Floor Area Ratio (FAR) of future commercial buildings, consistent with the Village's Land Use Regulations. Next, an estimated wastewater flow for each parcel in the redeveloped condition was calculated using the Florida Department of Health (FDOH) estimate of 0.1 gallons per day (gpd) per square foot of commercial floor space. Finally, an Equivalent Residential Connection (ERC) value was calculated by dividing the projected average day wastewater flow for each parcel by 200 gpd per ERC. PBCWUD design standards define one ERC as 200 gpd for average day wastewater flow. **Table 1** (excerpted from the PCUM) provides a summary of the approximate current average daily wastewater flows by parcel for existing PBCWUD customers and the estimated potential ERCs for each parcel in the future redeveloped condition. The future ERC values for each property provided in the PCUM were used to estimate average and peak wastewater flows for the conceptual design of future improvements, and are further described in Section 4 of this BODR.

The PCUM also describes the acquisition of numerous parcels as part of plans to expand the Oxygen cosmetics manufacturing facilities. The existing Oxygen facility is located at 1525 Congress Avenue and industrial wastewater is discharged to the existing gravity collection system on the north side of the adjacent shopping plaza that flows to Lift Station 0235 (LS 0235). Oxygen's plans to expand their facility to the north and west are outlined in the PCUM, including preliminary drawings. The estimated wastewater flows for each parcel owned or planned for acquisition by Oxygen are also included in the PCUM (refer to Appendix B for additional details).



VILLAGE OF PALM SPRINGS

WASTEWATER IMPROVEMENTS ALONG CONGRESS AVENUE AND FOREST HILL BLVD

PARCELS WASTEWATER SERVICE STATUS MAP

ATTACHMENT 1

ECKLER ENGINEERING, INC.

File name: C:\Civil 3D Projects\400-091,06 Village Rep Congress Avenue\01_Working\400-091.06_EXHIBIT-A-C.dwg; Plotted @: 7/19/2023 4:21:20 PM; Printed by: Ray, Matt; Milestone: PCUM REPORT

ATTACHMENT 2

CRA POTENTIAL WASTEWATER SERVICE BY PROPERTY ID

Parcel ID No.	Parcel Control No. (PCN)	Address	Land Use*	Existing Water Usage (ADF)	Estimated Equivalent Residential Connections (ERCs)	Development Potential (SF)	Potential WW Flows (gpd)	Equivalent Residential Connections (ERCs)	PBCWUD WW Served Yes / No
720	00-43-44-05-00-000-7042	720 S. Congress WPB 33406	COM			19,491.00	580.00	2.90	No
720	00-43-44-05-04-000-0010	720 S CONGRESS AVE	COM			13,000.00	580.00	2.90	No
721	00-43-44-06-00-000-5020	721 S CONGRESS AVE	COM	1.67	0.28	12,000.00	1,200.00	6.00	Yes
751	00-43-44-06-01-001-0000	751 S CONGRESS AVE	COM	135.28	22.55	70,360.00	7,036.00	35.18	Yes
768	00-43-44-05-04-000-0020	768 S. Congress WPB 33406	COM			12,822.00	1,282.20	6.41	No
800	70-43-44-05-04-000-0040	800 S. Congress PS 33406	COM			8,248.00	824.80	4.12	No
815	70-43-44-06-00-000-5050	815 S. Congress PS 33406	COM	3600	18	18,693.00	1,869.30	9.35	Yes
834	70-43-44-05-02-001-0010	834 S. Congress WPB 33406	COM	7.22	1.20	11,302.00	1,130.20	5.65	No
839A	70-43-44-06-00-000-5000	839A S Congress Ave	COM			58,423.00	5,842.30	29.21	No
839B	70-43-44-06-00-000-5000	839B S Congress Ave	COM			58,422.00	5,842.20	29.21	No
874	70-43-44-05-25-003-0000	874 S. Congress PS 33406	COM			28,370.00	2,837.00	14.19	No
884	70-43-44-05-25-002-0000	884 S CONGRESS AVE	COM			103,348.00	10,334.80	51.67	No
901	00-43-44-06-00-000-5070	901 S CONGRESS AVE	COM	3.5	0.58	141,870.00	14,187.00	70.94	Yes
964	70-43-44-05-25-001-0000	964 S Congress Ave	COM	11.44	1.91	159,275.00	15,927.50	79.64	Yes
1014	70-43-44-08-22-000-0010	1014 S. Congress PS 33406	COM			28,941.00	2,894.10	14.47	No
1042	70-43-44-08-22-000-0030	1042 S. Congress PS 33406	COM			14,510.00	1,451.00	7.26	No
1055	00-43-44-07-12-000-0021	1055 S. Congress PS 33406	COM			53,988.00	5,398.80	26.99	No
1109	00-43-44-07-12-000-0051	1109 S. Congress WPB 33406	MF			8,210.00	821.00	4.11	No
1109	00-43-44-07-12-000-0052	1109 S. Congress WPB 33406	COM			9,144.00	914.40	4.57	No
1121	00-43-44-07-12-000-0060	1121 S. Congress WPB 33406	COM			74,000.00	7,400.00	37.00	No
1122	70-43-44-08-22-000-0210	1122 S. Congress PS 33406	COM			21,131.00	2,113.10	10.57	No
1138	00-43-44-08-22-000-0222	1138 S. Congress PS 33406	SF			10,572.00	1,057.20	5.29	No
1144	70-43-44-08-22-000-0221	1144 S. Congress PS 33406	COM			10,558.00	1,055.80	5.28	No
1155	70-43-44-07-12-000-0070	1155 S CONGRESS AVE	COM	9.39	1.57	36,085.00	3,608.50	18.04	Yes
1195	70-43-44-07-12-000-0080	1195 S. Congress PS 33406	COM			67,343.00	6,734.30	33.67	No
1197	70-43-44-07-12-000-0092	1197 S. Congress WPB 33406	COM			4,051.00	405.10	2.03	No
1200	70-43-44-08-00-000-3090	1200 S. Congress Ave	COM	113.72	18.95	320,166.00	32,016.60	160.08	Yes
1202	70-43-44-08-10-001-0010	1202 S. Congress PS 33406	COM			16,287.00	1,628.70	8.14	No
1212	70-43-44-08-10-002-0010	1212 S. Congress PS 33406	COM			44,575.00	4,457.50	22.29	No
1219	70-43-44-07-00-000-1021	1219 S. Congress WPB 33406	COM			17,350.00	1,735.00	8.68	No
1261	70-43-44-07-03-002-0012	1261 S. Congress PS 33406	COM			22,872.00	2,287.20	11.44	No
1351	70-43-44-07-03-002-0030	1351 S. Congress PS 33406	COM			66,998.00	6,699.80	33.50	No
1398	00-43-44-08-10-002-0211	1398 S. Congress PS 33406	COM			9,145.00	914.50	4.57	No
1420	00-43-44-08-10-002-0221	1420 S Congress Ave	COM			11,200.00	1,120.00	5.60	No
1427	70-43-44-07-03-002-0070	1427 S. Congress PS 33406	SCHL	78.17	13.03	48,332.00	4,833.20	24.17	Yes
1451	70-43-44-07-03-003-0010	1451 S. Congress PS 33406	COM			123,510.00	12,351.00	61.76	No
1466	70-43-44-08-10-003-0021	1466 S. Congress PS 33406	COM			12,987.00	1,298.70	6.49	No
1478	70-43-44-08-10-003-0022	1478 S Congress Ave	COM			14,527.00	1,452.70	7.26	No
1481	70-43-44-07-03-003-0020	1481 S. Congress PS 33406	COM			123,510.00	12,351.00	61.76	No
1487	70-43-44-07-03-003-0030	1487 S. Congress PS 33406	COM			123,510.00	12,351.00	61.76	No
1522	00-43-44-08-15-001-0010	1522 S. Congress PS 33406	SF			13,932.00	1,393.20	6.97	No
1525	70-43-44-07-37-006-0000	1525 S CONGRESS AVE	COM	544.11	90.69	152,460.00	15,246.00	76.23	Yes
1525A	70-43-44-07-00-000-5110	Lone Pine Way (Vacant)	COM			19,275.00	406.67	2.03	No
1525B	70-43-44-07-00-000-5101	Lone Pine Way (Vacant)	COM			12,815.00	406.67	2.03	No
1525C	70-43-44-07-00-000-5160	North End Dalinda Lane	COM			239,750.00	12,600.00	63.00	No
1525D	70-43-44-07-37-007-0000	North End Lone Pine Way	COM			150,780.00	406.67	2.03	No
1544	00-43-44-08-15-001-0020	1544 S. Congress PS 33406	SF			11,979.00	1,197.00	5.99	No
1590	70-43-44-08-15-002-0010	1590 S CONGRESS AVE	COM	20.33	3.39	30,540.00	3,054.00	15.27	Yes
1636	70-43-44-07-00-000-5100	1636 Lone Pine Way	SF			6,820.00	406.67	2.03	No
1640	70-43-44-07-00-000-5120	1640 LONE PINE WAY	SF			6,525.00	652.50	3.26	No
1650	70-43-44-07-00-000-5042	1650 LONE PINE WAY	MF			5,625.00	562.50	2.81	No
1651	70-43-44-07-36-002-0000	1651 S CONGRESS AVE	COM	5.89	0.98	20,405.00	2,040.50	10.20	Yes
1656	70-43-44-08-15-003-0010	1656 S. Congress PS 33406	SF			31,731.00	1,160.00	5.80	No
1656	70-43-44-07-00-000-5040	1656 LONE PINE WAY	SF			5,625.00	562.50	2.81	No
1658	70-43-44-07-00-000-5280	1658 LONE PINE WAY	COM			11,625.00	1,162.50	5.81	No
1659	70-43-44-07-04-000-0060	1659 DALINDA LN A	MF			7,250.00	406.67	2.03	No
1660	70-43-44-07-04-000-0050	1660 DALINDA LN A	MF			7,250.00	406.67	2.03	No
1661	70-43-44-07-36-003-0000	1661 S CONGRESS AVE	COM	9.17	1.53	29,350.00	2,935.00	14.68	Yes
1677	70-43-44-07-04-000-0070	1677 DALINDA LN 2	MF			7,250.00	406.67	2.03	No
1690	70-43-44-07-04-000-0040	1690 DALINDA LN	SF			7,261.00	406.67	2.03	No
1697	70-43-44-07-04-000-0080	1697 DALINDA LN	COM			7,250.00	406.67	2.03	No

ATTACHMENT 2

CRA POTENTIAL WASTEWATER SERVICE BY PROPERTY ID

Parcel ID No.	Parcel Control No. (PCN)	Address	Land Use*	Existing Water Usage (ADF)	Estimated Equivalent Residential Connections (ERCs)	Development Potential (SF)	Potential WW Flows (gpd)	Equivalent Residential Connections (ERCs)	PBCWUD WW Served Yes / No
1706	70-43-44-08-15-004-0010	1706 S. Congress PS 33406	COM			6,985.00	698.50	3.49	No
1708	70-43-44-08-15-004-0030	1708 S. Congress PS 33406	COM			3,491.00	349.10	1.75	No
1713	00-43-44-08-15-004-0081	1713 CHOCTAW RD	SF			3,742.00	374.20	1.87	No
1727	00-43-44-08-15-004-0092	1727 CHOCTAW RD	MF			2,500.00	250.00	1.25	No
1733	70-43-44-07-13-000-0100	1733 S CONGRESS AVE	COM	12.39	2.07	10,750.00	1,075.00	5.38	Yes
1770	70-43-44-08-15-004-0040	1770 S. Congress PS 33406	COM			3,491.00	349.10	1.75	No
2760	00-43-44-08-15-006-0041	2760 SHAWNEE RD	SF			5,068.00	506.80	2.53	No
2765	00-43-44-08-15-006-0050	2765 FOREST HILL BLVD	COM			9,823.00	982.30	4.91	No
2776	00-43-44-08-15-006-0032	2776 SHAWNEE RD	SF			5,025.00	502.50	2.51	No
2788	00-43-44-08-15-006-0031	2788 SHAWNEE RD	SF			5,025.00	502.50	2.51	No
2789	00-43-44-08-15-006-0061	2789 FOREST HILL BLVD	COM			5,100.00	510.00	2.55	No
2800	00-43-44-08-15-006-0021	2800 SHAWNEE RD	SF			5,025.00	502.50	2.51	No
2801	00-43-44-08-15-006-0072	2801 FOREST HILL BLVD	COM			2,145.00	214.50	1.07	No
2807	00-43-44-08-15-006-0071	2807 FOREST HILL BLVD	COM			2,600.00	260.00	1.30	No
2811	00-43-44-08-15-006-0080	2811 FOREST HILL BLVD	COM			6,552.00	655.20	3.28	No
2812	00-43-44-08-15-006-0012	2812 SHAWNEE RD	SF			5,010.00	501.00	2.51	No
2820	00-43-44-08-15-006-0011	2820 SHAWNEE RD	SF			5,100.00	510.00	2.55	No
2841	00-43-44-08-15-005-0052	2841 FOREST HILL BLVD	COM			3,267.00	326.70	1.63	No
2843	00-43-44-08-15-005-0051	2843 FOREST HILL BLVD	MF			6,565.00	656.50	3.28	No
2848	00-43-44-08-15-005-0041	2848 SHAWNEE RD	SF			5,591.00	559.10	2.80	No
2862	00-43-44-08-15-005-0031	2862 SHAWNEE RD	SF			5,623.00	562.30	2.81	No
2873	00-43-44-08-15-005-0061	2873 FOREST HILL BLVD	COM			6,563.00	3,660.00	18.30	No
2876	00-43-44-08-15-005-0022	2876 SHAWNEE RD	SF			5,623.00	562.30	2.81	No
2877	70-43-44-08-15-005-0071	2877 FOREST HILL BLVD	COM			9,832.00	3,660.00	18.30	No
2890	00-43-44-08-15-005-0021	2890 SHAWNEE RD	SF			5,848.00	584.80	2.92	No
2897	70-43-44-08-22-000-0050	2897 PALMARITA RD	SF			20,830.00	2,083.00	10.42	No
2910	70-43-44-08-15-005-0010	2910 SHAWNEE RD	COM			7,556.00	3,660.00	18.30	No
2923	70-43-44-08-22-000-0040	2923 PALMARITA RD	COM			31,755.00	3,175.50	15.88	No
2933	00-43-44-05-02-001-0040	2933 Holly Rd. WPB 33406	SF			7,187.50	718.75	3.59	No
2935	00-43-44-08-15-004-0100	2935 FOREST HILL BLVD	COM			6,554.00	655.40	3.28	No
2939	00-43-44-08-15-004-0091	2939 FOREST HILL BLVD	COM			4,000.00	400.00	2.00	No
2940	00-43-44-08-15-004-0082	2940 SHAWNEE RD	SF			3,742.00	374.20	1.87	No
2942	00-43-44-05-04-000-0260	2942 New York St. WPB 33406	MF			4,000.00	400.00	2.00	No
2948	00-43-44-05-04-000-0481	2948 MARBILL RD	SF			3,750.00	375.00	1.88	No
2949	00-43-44-05-04-000-0270	2949 Marbill Rd. WPB 33406	MF			4,028.00	402.80	2.01	No
2950	70-43-44-08-22-000-0200	2950 Palmarita Rd	COM			20,909.00	2,090.90	10.45	No
2953	70-43-44-05-02-001-0030	2953 Holly Rd. WPB 33406	COM			7,216.00	721.60	3.61	No
2960	00-43-44-08-10-003-0010	2960 Melaleuca Road	COM			14,039.00	1,403.90	7.02	No
2960	00-43-44-08-15-004-0070	2960 SHAWNEE RD	COM			7,562.00	756.20	3.78	No
2971	70-43-44-08-10-001-0130	2971 Oak Dr. PS 33406	COM			5,996.00	599.60	3.00	No
2991	70-43-44-08-15-004-0050	2991 Forest Hill Blvd PS 33406	COM			5,562.00	556.20	2.78	No
3015	70-43-44-07-39-000-0010	3015 FOREST HILL BLVD	COM	42.28	7.05	21,505.00	2,150.50	10.75	Yes
3027	70-43-44-07-39-000-0020	3027 FOREST HILL BLVD	COM	28.68	4.78	21,730.00	2,173.00	10.87	Yes
3047	70-43-44-07-36-001-0000	3047 FOREST HILL BLVD	COM	226.14	37.69	261,580.00	26,158.00	130.79	Yes
3076	70-43-44-07-03-003-0040	3076 Melaleuca Road	SF			18,687.00	1,868.70	9.34	No
3100	70-43-44-07-03-003-0050	3100 Melaleuca Road	SF			18,687.00	1,868.70	9.34	No
3116	70-43-44-07-03-003-0061	3116 Melaleuca Road	MF			15,568.00	1,556.80	7.78	No
3120	00-43-44-06-01-002-0000	3120 SUMMIT BLVD	COM			8,962.50	896.25	4.48	No
3144	70-43-44-07-03-003-0060	3144 Melaleuca Road	COM			25,482.00	2,548.20	12.74	No
3164	00-43-44-07-03-003-0081	3164 Melaleuca Road	MF			18,663.00	1,866.30	9.33	No
3220	00-43-44-07-03-003-0091	3220 Melaleuca Road	MF/REL			55,297.00	5,529.70	27.65	No
3225	70-43-44-07-00-000-5270	3225 FOREST HILL BLVD	COM			3,670.00	367.00	1.84	No
3245	70-43-44-07-00-000-5080	3245 FOREST HILL BLVD	COM	300	1.5	12,950.00	1,295.00	6.48	Yes
3255	70-43-44-07-04-000-0010	3255 FOREST HILL BLVD	COM	5600	28	19,680.00	1,968.00	9.84	Yes
3325	70-43-44-07-29-001-0000	3325 FOREST HILL BLVD	COM	133.33	0.67	17,560.00	1,160.00	5.80	Yes
3333	00-43-44-07-29-002-0000	3333 FOREST HILL BLVD	COM	300	1.5	192,901.00	19,290.10	96.45	Yes
Total						3,798,577	**353433 gpd**	1,767	
							245 gpm		

*Land Use Abbreviations: COM = Commercial, MF = Multi-Family, REL = Religious, SCHL, = School, SF = Single-Family, UI = Urban Infill

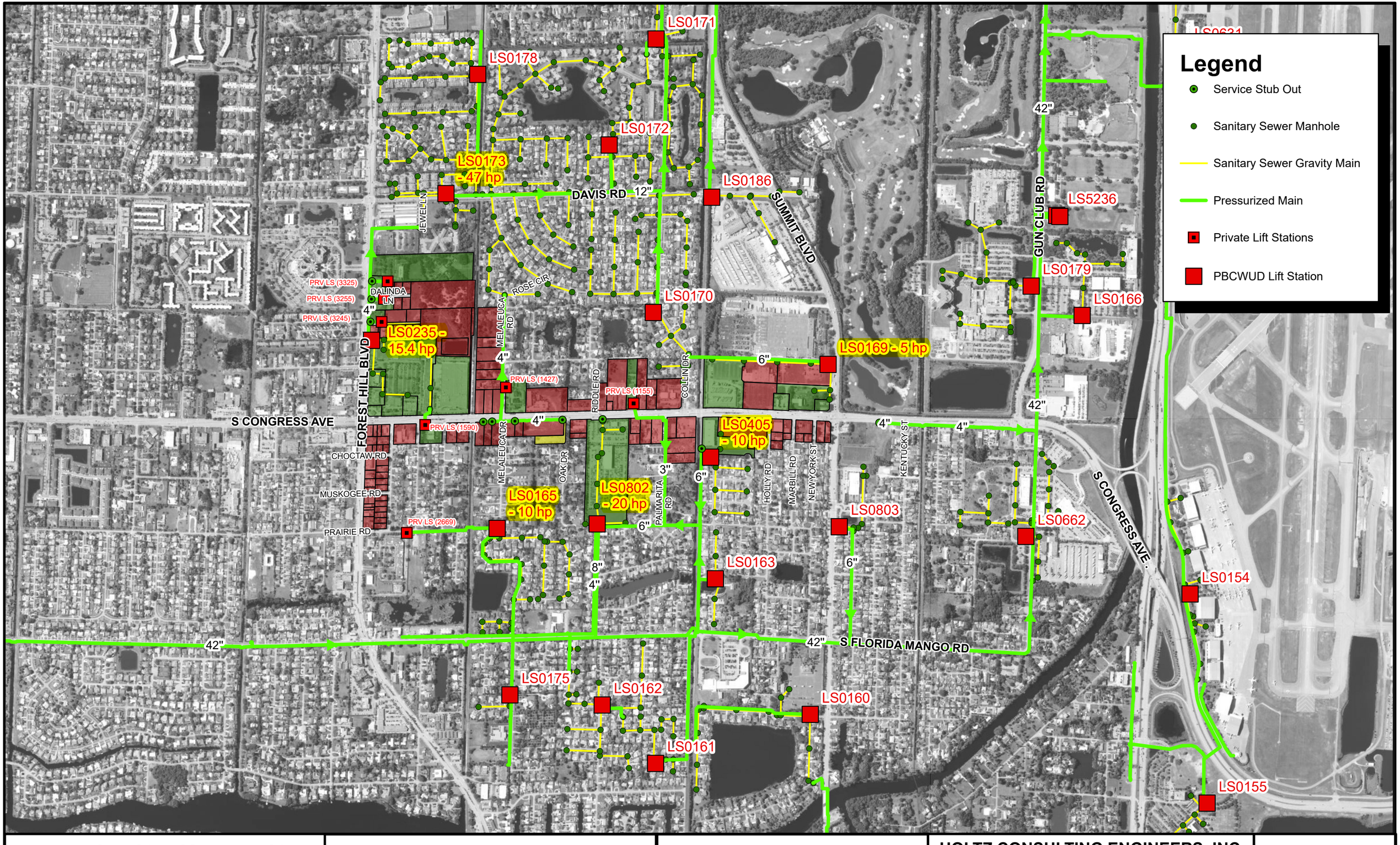
3.0 EXISTING WASTEWATER SERVICE & INFRASTRUCTURE

The Congress Avenue project area is currently served by a mixture of septic tanks and sewer system connections. The existing PBCWUD sewer infrastructure consists of gravity mains and small private grinder stations that flow to area lift stations, which pump the wastewater through force mains to a treatment plant. All wastewater collected within the project area is eventually conveyed to the East Central Regional Water Reclamation Facility via a 42-inch force main that runs north along Florida Mango Road and west along Gun Club Road. The project area parcels and surrounding existing PBCWUD infrastructure are shown in **Figure 2**.

Figure 2 was developed using the PBCWUD GIS system to identify the location and sizes of existing PBCWUD-owned wastewater infrastructure in the area, including gravity collection systems, lift stations, and force mains. Numerous PBCWUD lift stations are located within the project area, as well as several privately-owned lift stations with small-diameter force mains.

Information about existing PBCWUD lift stations in the vicinity of the project area that may receive additional flow from this project is summarized in **Table 2**, including wet well size, pump make, model, horsepower, and average pump run time. The lift station information was derived from PBCWUD asset management data, with updates provided by the County as necessary. Pump run times for key pump stations were recently provided by PBCWUD. The estimated existing flow from parcels in the project area to these lift stations was estimated in the PCUM, but the total flow to the lift stations (including from areas outside the project area) can only be estimated from pump run time.

The project area can be split into three subbasins, divided by Lake Worth Drainage District (LWDD) canals, for discussion and planning purposes. Area 1 (southern area) includes the area from Forest Hill Boulevard to the LWDD L-7 Canal. Area 2 (middle area) is between the L-7 Canal to the south and the LWDD L-6 Canal to the north. Area 3 (northern area) can be described as the area from the L-6 Canal north to Summit Boulevard.



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0 0.1 0.2 0.4

Village of Palm Springs
Congress Ave Force Main

Project Area and Surrounding
PBCWUD Wastewater Infrastructure

HOLTZ CONSULTING ENGINEERS, INC.
270 S. CENTRAL BLVD, SUITE 207
JUPITER, FLORIDA 34994
PH. (772) 919-4905

FIG 2

Table 2 - Existing PBCWUD Lift Station Data

Discharge Location	Wet Well Depth (ft bls)	Wet Well Pipe 1 Invert (ft bls)	Wet Well Pipe 1 dia. (in.)	Wet Well Pipe 2 Invert (ft bls)	Wet Well Pipe 2 dia. (in.)	Pump 1 mfr.	Pump 1 model	Pump 1 hp	Pump 1 Avg Run Time (hrs/day)	Pump 2 mfr.	Pump 2 model	Pump 2 hp	Pump 2 Avg Run Time (hrs/day)
LS0165	15	11	8	N/A	N/A	WILO-EMU	FA 10.34	10	1.45	WILO-EMU	FA 10.33	10.2	1.61
LS0169	16	12	10	12	10	FLYGT ITT	NP3102	5	-	FLYGT ITT	NP3102	5	-
LS0173	21	15	8	N/A	N/A	FLYGT ITT	MD 3201	47	4.75	FLYGT ITT	MD 3201	47	-
LS0235	20	16	8	N/A	N/A	WILO-EMU	FA 10.34E	15.5	1.55	WILO-EMU	FA 10.82E	15.4	1.74
LS0405	22	17	8	N/A	N/A	FLYGT ITT	CP3127	10	-	FLYGT ITT	CP3127	10	-
LS0802	-	-	-	-	-	WILO-EMU	FA 10.33E	20	0.1	WILO-EMU	FA 10.33E	20	0.1

Sources: HCE records, c. 2016; PBCWUD Nov. 7, 2022; February 14, 2023

Run times for LS 0165, LS 0235, and LS 0802 were provided from PBCWUD via email. Run time for LS 0173 was provided by PBCWUD during BODR Review meeting

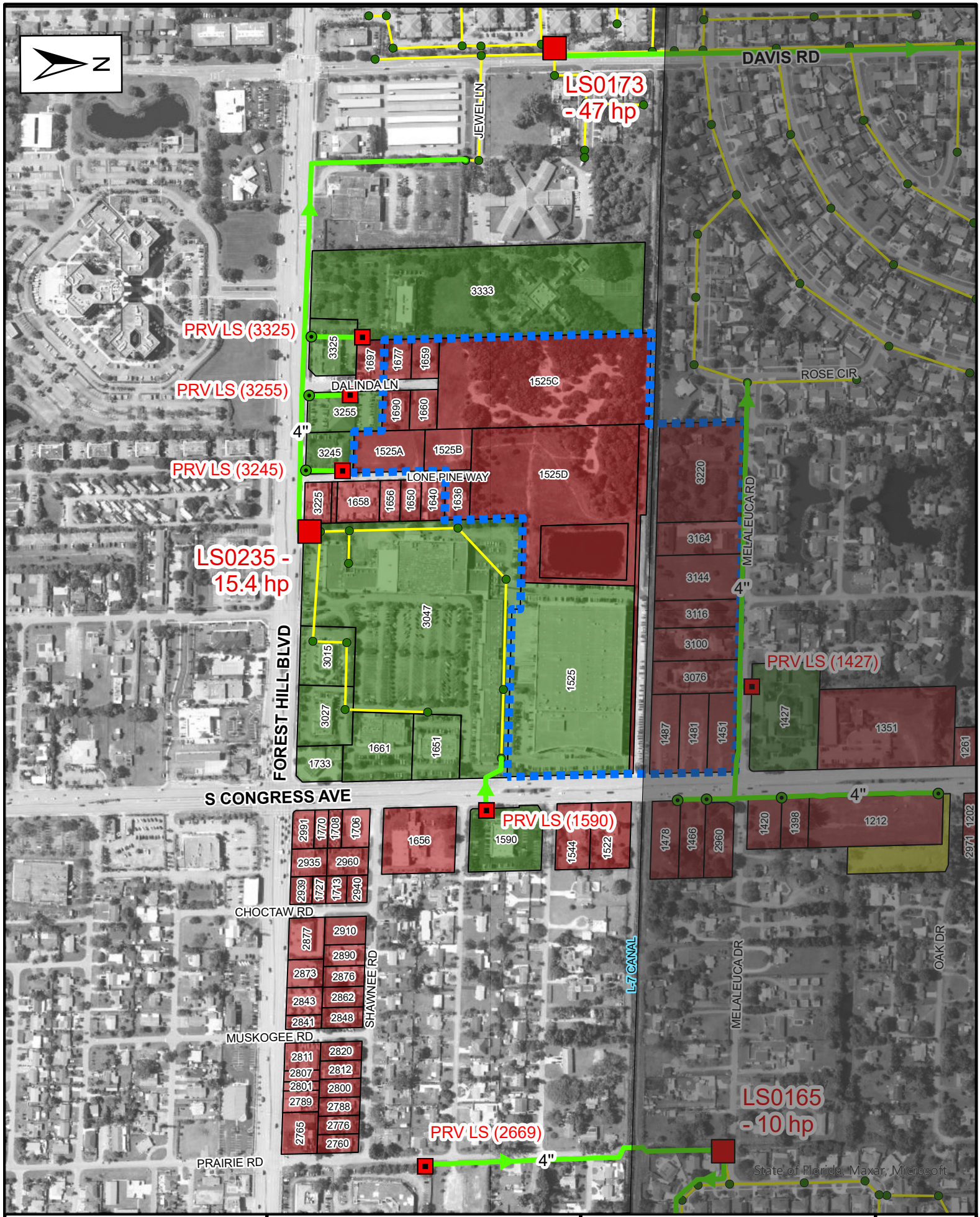
3.1 Area 1 Subbasin

The Area 1 subbasin and existing wastewater infrastructure is shown in **Figure 3**. Area 1 includes the area south of the LWDD L-7 Canal to Forest Hill Boulevard and is bounded to the east by Prairie Road and Davis Road to the west. Area 1 can generally be divided by Congress Avenue into east and west areas.

On the west side, there are seven parcels at the corner of Congress Avenue and Forest Hill Boulevard that are currently provided with wastewater service. These parcels are served by a gravity collection system that flows to LS 0235. There are also three existing private lift stations along Forest Hill Boulevard for the parcels at 3245, 3255, and 3325 Forest Hill Boulevard. The private lift station behind 3325 Forest Hill Boulevard also provides service to the parcel at 3333 Forest Hill Boulevard. The Oxygen facility is located in Area 1 West at 1525 South Congress Avenue and is currently served by the gravity system that flows to LS 0235. The Oxygen facility is being expanded and currently has approved development plans (PBCWUD Project No. 23-508) to expand onto properties near Lone Pine Way, Dalinda Lane, and Melaleuca Road.

On the east side of Congress Avenue, only one property (1590 Congress Avenue) is currently provided with wastewater service. This parcel has a private lift station that discharges through a 2-inch force main that crosses Congress Avenue and discharges into a manhole that flows to LS 0235.

The existing 4-inch force main along the north side of Forest Hill Boulevard runs westward and discharges to a manhole on Jewel Lane. The wastewater then flows to LS 0173 on Davis Road. The existing 4-inch force main has experienced maintenance issues due to frequent clogging.



Village of Palm Springs Congress Ave Force Main	**Area 1 Subbasin & Existing Infrastructure**	**HOLTZ CONSULTING ENGINEERS, INC.** 270 SOUTH CENTRAL BLVD., SUITE 207 JUPITER, FLORIDA 33458 PH. (561) 575-2005	**FIG 3**

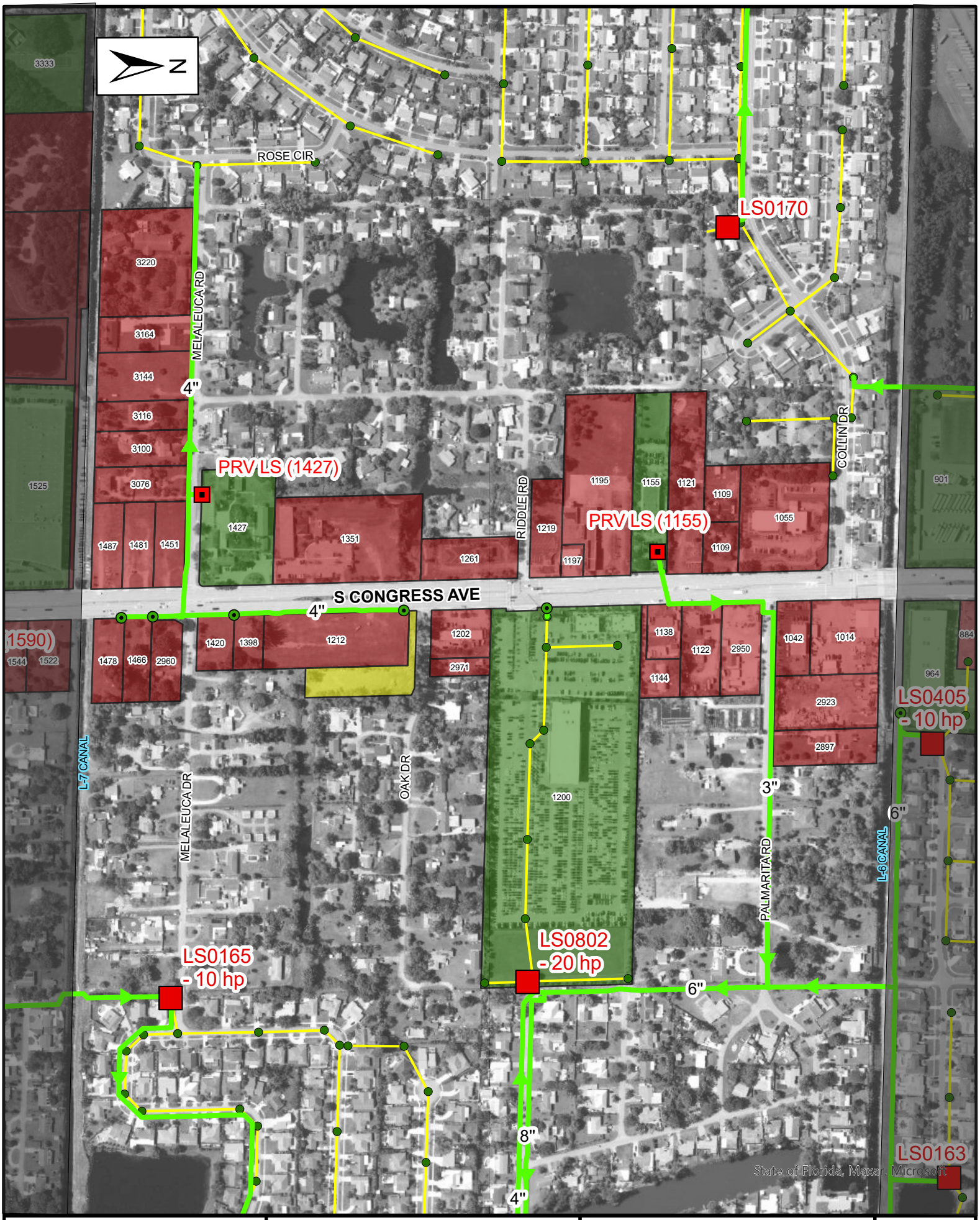
3.2 Area 2 Subbasin

The Area 2 subbasin and existing infrastructure is detailed in **Figure 4**. Area 2 is the middle area between the LWDD L-6 and L-7 Canals. Only 3 out of 37 parcels in Area 2 are current PBCWUD customers, two on the west side and one on the east side of Congress Avenue.

A segment of 4-inch low pressure force main has been installed along the east side of Congress Avenue to serve properties in the vicinity; however, these parcels have yet to connect to the system. The 4-inch force main continues west under Congress Avenue and along Melaleuca Road and discharges to a manhole on Rose Circle. A private lift station located at 1427 Congress Avenue discharges to the 4-inch force main on Melaleuca Road, which runs west and discharges into the manhole on Rose Circle. The wastewater discharges to the manhole on Rose Circle, then flows by gravity west to LS 0173. This is the only property that currently discharges wastewater to this manhole.

The large commercial property at 1200 Congress Avenue (Off Lease Only) has a gravity sewer system that flows east to LS 0802, which discharges through an 8-inch force main to the 42-inch force main on Florida Mango Road.

A private lift station located at 1155 Congress Avenue discharges east through a 3-inch force main installed in a 12-inch casing under Congress Avenue. The 3-inch force main continues north along Congress Avenue and then east along Palmarita Road to either LS 0802 or to the 42-inch force main along Florida Mango Road.



Village of Palm Springs Congress Ave Force Main	**Area 2 Subbasin & Existing Infrastructure**	**HOLTZ CONSULTING ENGINEERS, INC.** 270 SOUTH CENTRAL BLVD., SUITE 207 JUPITER, FLORIDA 33458 PH. (561) 575-2005	**FIG 4**

3.3 Area 3 Subbasin

The Area 3 subbasin and existing infrastructure is depicted in **Figure 5**. Area 3 is the northern portion of the project area and encompasses the area between the LWDD L-6 Canal and Summit Boulevard. The developed parcels in Area 3 west of Congress Avenue are currently served by a gravity sewer system which flows to LS 0169. These parcels will continue to be served by this gravity system in the future redeveloped condition. Parcel 839A was previously served by PBCWUD, but there is currently no active water service to this parcel. This parcel may be served in the future by the existing gravity sewer system in place.

Parcels 839B Congress Avenue and 3120 Summit Boulevard are not currently developed and contain parking areas only. These two parcels are therefore not current PBCWUD customers. If these parking lots are redeveloped in the future as outlined in the PCUM, wastewater service can be provided through connection to the existing gravity sewer system to LS 0169. Therefore, no properties in Area 3 west of Congress Avenue will require wastewater service as part of this project.

On the east side of Congress Avenue, parcel 964 is currently served by a gravity system that flows to LS 0405. Parcel 884 Congress Avenue, immediately adjacent to the north, is currently undeveloped. There is a manhole on the parcel which connects to the gravity sewer line to LS 0405. Should this parcel and the 874 Congress Avenue parcel to be developed in the future, it will be served by the existing gravity collection system. Therefore, the properties in Area 3 that will require wastewater service for this project are the 10 parcels on the east side of Congress Avenue, from Summit Boulevard, south to Holly Road.

Village of Palm Springs Congress Ave Force Main	**Area 3 Subbasin & Existing Infrastructure**	**HOLTZ CONSULTING ENGINEERS, INC.** 270 SOUTH CENTRAL BLVD., SUITE 207 JUPITER, FLORIDA 33458 PH. (561) 575-2005	**FIG 5**

4.0 CONCEPTUAL DESIGN OF IMPROVEMENTS

The BODR is intended to provide the Village and PBCWUD with a conceptual engineering design that can be used as the basis of design of future wastewater improvements within the Congress Avenue project area. The preferred conceptual design will be used to plan the survey and site investigations required and will guide the design, permitting, and construction of required improvements. Using the future potential flows for each parcel in the project area, as outlined in the PCUM, future peak flows to parcel lift stations and discharges to the force main systems can be estimated. The calculations for these values are detailed below.

The project area is made up of a large number of small parcels. In a system such as this, as each parcel is developed or re-developed, each could potentially have its own small duplex pumping station to direct wastewater flow from the parcel to the proposed force main network. Each pumping station could differ, and have varied pump flow rates, based on the ultimate use on each parcel, the specific head conditions, type of pumping station constructed, etc. These pumping stations would cycle on and off throughout the day based on the individual usage patterns specific to each parcel and type of business located on the parcel.

Therefore, this system will function more like typical "low pressure" force main systems which are found in many areas in south Florida. These small pumping stations typically have a smaller holding capacity than other larger area pumping stations that are located at the downstream end of a gravity collection system for the parcel. In the PBCWUD lift stations, larger volumes of storage are available, both within the pump station itself, and within the upstream gravity collection system (if necessary, during emergency events such as a power outage).

In developing a conceptual engineering plan for proposed improvements in the project area, certain design preferences were considered based upon discussions with representatives from PBCWUD. A summary of these assumptions follows:

- Additional flows from project area parcels in the developed condition should generally be directed east and north to the 42-inch force main along Florida Mango and Gun Club Roads.
- Avoid new connection to pipes smaller than 4-inches and to gravity collection systems.
- When possible, connect to lift station wet wells and/or to downstream force mains, instead of manholes.
- Canals will be crossed with aerial crossings per PBCWUD standards.
- LWDD prefers canal crossings adjacent to road crossings.
- Minimum force main size of 4 inches.
- Force mains shall be ductile iron.

Table 3 summarizes the design criteria and constraints used in estimating wastewater flows for each parcel and determining proposed force main sizes.

Table 3 - Design Criteria for Estimating Peak Wastewater Flow

Parameter	Value
Average Daily Wastewater Flow per ERC (GPD)	200
Flow Generation Time (hours/ day)	16
Peak Flow Peaking Factor	4
Pump Station Discharge Rate Factor	1.25
Minimum Pipe Size (inches)	4
Target Pipe Flow Velocity (fps)	2-8

4.1 Future Wastewater Flow Estimates

To make a conceptual determination of the size of the various proposed force mains within the project area, the estimated flows and velocities in each section of force main (both minimum and maximum) need to be considered. To do this, HCE used the estimate of the number of future ERCs for each parcel within the project area after redevelopment, as provided in the PCUM. Each parcel's ERC value represents the future potential estimated average daily wastewater flow for the parcel; one ERC represents 200 gallons per day. The number of ERCs for each parcel, multiplied by 200 gallons per day per ERC, yields the average daily flow (ADF) for that parcel on a 24-hour basis:

$$Average\ Daily\ Flow\ (gpd) = ERC * \frac{(200\ gpd)}{ERC}$$

This ADF is then divided by 960 (the number of minutes in 16 hours) to convert the average daily flow to average gallons per minute over a 16-hour day basis. A 16-hour basis is used, rather than the typical 24-hour day basis, since the project area is not a typical residential area. Instead, it is made up of many non-residential parcels, with commercial and industrial uses that are typically open less than 24 hours. The resulting average gallon per minute 16-hour basis flow rate is multiplied by a peaking factor of 4, to determine the estimated peak hour inflow rate to a future onsite pumping station wet well (which is anticipated to be constructed on each parcel):

$$Peak\ Hour\ Inflow\ (gpm) = \frac{Avg\ Daily\ Flow\ (gpd)}{960\ min/day} * 4$$

In order to make conceptual pipe size estimates for the proposed improvements, some assumptions were made for the future onsite pumping stations at each developed parcel, and how these pumping stations would be operated. Each onsite pumping station would typically have a pumping rate (outflow rate to the force main system when running) that is somewhat greater than the peak hour inflow rate. A 1.25 multiplier was applied to estimate the minimum pumping rate for each parcel that will be contributing flow to the system. These are the flow values that were used to evaluate line sizes and velocities for each segment of the proposed force main network:

$$Pump\ Rate\ Flow\ into\ FM\ (gpm) = Peak\ Inflow\ Rate\ (gpm) * 1.25\ pumping\ rate\ factor$$

The flow in the force main is a function of how many small pump stations are operating at a given time. Force main velocity in feet per second (fps) is calculated for each force main pipe segment as a function of flow as follows:

$$Force\ Main\ Velocity\ (fps) = \frac{Pipe\ Area\ (ft^2)}{Flow(gpm) * \frac{0.134 ft^3}{gal} * \frac{min}{60\ sec}}$$

Table 4 lists the estimated future average day and peak wastewater flows from each parcel when redeveloped, the peak hour inflow rate to an onsite pumping station wet well, and the pumping rate into the force main system. PBCWUD has reviewed multiple approved site plans for development within the project area and the future ERCs currently expected for these parcels have been updated and highlighted in Table 4.

The peak flow in each force main segment must be estimated based on the pumping rate of each parcel's on-site pump station (as summarized in Table 4) and the percentage of the pump stations that are operating at any given time. The force main flow and velocity were evaluated under two typical flow scenarios as follows:

- **33-Percent Flow Scenario**. Under this scenario, it is assumed that ⅓ of all pump stations are operational at any given time, and the total flow in a force main segment is ⅓ of the total flow from all the parcel pump stations discharging to the force main. This is a typical peak flow scenario suggested by low-pressure pumping system manufacturers and experienced at other similar systems in the area.

- **50-Percent Flow Scenario**. Under this scenario, it is assumed that ½ of all pump stations are operational at any given time, and the total flow in a force main segment is ½ of the total flow from all the parcel pump stations discharging to the force main. This is considered an infrequent extreme peak-flow condition under which all individual pump stations should be operational.

4.2 Conceptual Design of Improvements

In September 2022, HCE met with PBCWUD staff to discuss the history of improvement efforts within the Congress Avenue corridor and the goals of this BODR for the area. PBCWUD staff provided general guidance on design preferences. The three subbasins within the project area were reviewed, and potential design alternatives were discussed. The minutes of this meeting and preliminary design alternatives are provided in **Appendices C** and **D**.

After the first draft of the BODR was prepared and reviewed, HCE received comments from project stakeholders. In January 2023, HCE received review comments on the first draft of the BODR from Eckler Engineering on behalf of the Village of Palm Springs. These comments are provided in **Appendix E**. HCE met with Village and PBCWUD staff in February 2023 to review the BODR Draft 1, and to discuss comments and updated information on the project system. The minutes of this meeting are provided in **Appendix F**.

Table 4 - Estimated Current and Future Wastewater Flows by Parcel in the Project Area

Address	PBC Development Project Number	Parcel Location	Status	Estimated Existing ERCs (A) = (B) / 200	Existing Average Daily Water Flow (GPD) (B)	Future ERCs (C)	Future Average Daily Flow (GPD) (D) = (C) x 200	Change in Flow Avg Existing vs. Future (GPD) (E) = (D) - (C)	Average Daily Wastewater Flow (GPM) (F) = (D) / 960	Peak Hour Inflow to Parcel Pump Station Wet Well (GPM) (G) = (F) x 4	Pump Station Discharge Flow Rate (GPM) (H) = (G) x 1.25
1522 S Congress Ave		Area 1 East	To be Serviced	0	0	6.97	1394	1394	1.45	5.81	7.26
1544 S Congress Ave		Area 1 East	To be Serviced	0	0	5.99	1198	1198	1.25	4.99	6.24
1656 S Congress Ave	17-577 True Tabernacle of Jesus Christ	Area 1 East	To be Serviced	0	0	5.80	1160	1160	1.21	4.83	6.04
1706 S Congress Ave		Area 1 East	To be Serviced	0	0	3.49	698	698	0.73	2.91	3.64
2960 Shawnee Rd		Area 1 East	To be Serviced	0	0	3.78	756	756	0.79	3.15	3.94
2940 Shawnee Rd		Area 1 East	To be Serviced	0	0	1.87	374	374	0.39	1.56	1.95
1727 Choctaw Rd		Area 1 East	To be Serviced	0	0	1.25	250	250	0.26	1.04	1.30
1713 Choctaw Rd		Area 1 East	To be Serviced	0	0	1.87	374	374	0.39	1.56	1.95
2890 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.92	584	584	0.61	2.43	3.04
2876 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.81	562	562	0.59	2.34	2.93
2862 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.81	562	562	0.59	2.34	2.93
2848 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.80	560	560	0.58	2.33	2.92
2820 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.55	510	510	0.53	2.13	2.66
2812 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.51	502	502	0.52	2.09	2.61
2800 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.51	502	502	0.52	2.09	2.61
2788 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.51	502	502	0.52	2.09	2.61
2776 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.51	502	502	0.52	2.09	2.61
2760 Shawnee Rd		Area 1 East	To be Serviced	0	0	2.53	506	506	0.53	2.11	2.64
1708 S Congress Ave		Area 1 East	To be Serviced	0	0	1.75	350	350	0.36	1.46	1.82
1770 S Congress Ave		Area 1 East	To be Serviced	0	0	1.75	350	350	0.36	1.46	1.82
2991 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	2.78	556	556	0.58	2.32	2.90
2935 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	3.28	656	656	0.68	2.73	3.42
2939 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	2.00	400	400	0.42	1.67	2.08
2910 Shawnee Rd	23-534 Mint Eco Car Wash	Area 1 East	To be Serviced	0	0	18.30	3660	3660	3.81	15.25	19.06
2877 Forest Hill Blvd		Area 1 East	To be Serviced	0	0						
2873 Forest Hill Blvd		Area 1 East	To be Serviced	0	0						
2843 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	3.28	656	656	0.68	2.73	3.42
2841 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	1.63	326	326	0.34	1.36	1.70
2811 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	3.28	656	656	0.68	2.73	3.42
2807 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	1.30	260	260	0.27	1.08	1.35
2801 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	1.07	214	214	0.22	0.89	1.11
2789 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	2.55	510	510	0.53	2.13	2.66
2765 Forest Hill Blvd		Area 1 East	To be Serviced	0	0	4.91	982	982	1.02	4.09	5.11
3225 Forest Hill Blvd		Area 1 West	To be Serviced	0	0	1.84	368	368	0.38	1.53	1.92
1640 Lone Pine Way		Area 1 West	To be Serviced	0	0	3.26	652	652	0.68	2.72	3.40
1650 Lone Pine Way		Area 1 West	To be Serviced	0	0	2.81	562	562	0.59	2.34	2.93
1656 Lone Pine Way		Area 1 West	To be Serviced	0	0	2.81	562	562	0.59	2.34	2.93
1658 Lone Pine Way		Area 1 West	To be Serviced	0	0	5.81	1162	1162	1.21	4.84	6.05
1525C North End Dalinda Lane		Area 1 West	To be Serviced	0	0	63.00	12600	12600	13.13	52.50	65.63
1525D North End Lone Pine Way	23-508 Oxygen Development	Area 1 West	To be Serviced	0	0	18.30	3660	3660	3.81	15.25	19.06
1636 Lone Pine Way		Area 1 West	To be Serviced	0	0						
1525B Lone Pine Way (Vacant)		Area 1 West	To be Serviced	0	0						
1525A Lone Pine Way (Vacant)		Area 1 West	To be Serviced	0	0						
1659 Dalinda Ln A		Area 1 West	To be Serviced	0	0						
1660 Dalinda Ln A		Area 1 West	To be Serviced	0	0						
1677 Dalinda Ln		Area 1 West	To be Serviced	0	0						

Table 4 - Estimated Current and Future Wastewater Flows by Parcel in the Project Area

Address	PBC Development Project Number	Parcel Location	Status	Estimated Existing ERCs (A) = (B) / 200	Existing Average Daily Water Flow (GPD) (B)	Future ERCs (C)	Future Average Daily Flow (GPD) (D) = (C) x 200	Change in Flow Avg Existing vs. Future (GPD) (E) = (D) - (C)	Average Daily Wastewater Flow (GPM) (F) = (D) / 960	Peak Hour Inflow to Parcel Pump Station Wet Well (GPM) (G) = (F) x 4	Pump Station Discharge Flow Rate (GPM) (H) = (G) x 1.25
1690 Dalinda Ln		Area 1 West	To be Serviced	0	0						
1697 Dalinda Ln		Area 1 West	To be Serviced	0	0						
3325 Forest Hill Blvd	21-503 Soma Medical Center	Area 1 West	Existing	0.67	133.33	5.80	1160	1027	1.21	4.83	6.04
3333 Forest Hill Blvd		Area 1 West	Existing	1.5	300	96.45	19290	18990	20.09	80.38	100.47
3245 Forest Hill Blvd		Area 1 West	Existing	1.5	300	6.48	1296	996	1.35	5.40	6.75
3255 Forest Hill Blvd		Area 1 West	Existing	28	5600	9.84	1968	-3632	2.05	8.20	10.25
1590 S Congress Ave		Area 1 West	Existing	3.39	678	15.27	3054	2376	3.18	12.73	15.91
1525 S Congress Ave		Area 1 West	Existing	90.69	18137	76.23	15246	-2891	15.88	63.53	79.41
1651 S Congress Ave		Area 1 West	Existing	0.98	197	10.20	2040	1843	2.13	8.50	10.63
1661 S Congress Ave		Area 1 West	Existing	1.53	306	14.68	2935	2629	3.06	12.23	15.29
3047 Forest Hill Blvd		Area 1 West	Existing	37.69	7538	130.79	26158	18620	27.25	108.99	136.24
1733 S Congress Ave		Area 1 West	Existing	2.07	413	5.38	1075	662	1.12	4.48	5.60
3027 Forest Hill Blvd		Area 1 West	Existing	4.78	956	10.87	2173	1217	2.26	9.06	11.32
3015 Forest Hill Blvd		Area 1 West	Existing	7.05	1410	10.75	2150	740	2.24	8.96	11.20
1351 S Congress Ave		Area 2 East	To be Serviced	0	0	33.50	6700	6700	6.98	27.92	34.90
1261 S Congress Ave		Area 2 East	To be Serviced	0	0	11.44	2288	2288	2.38	9.53	11.92
1219 S Congress Ave		Area 2 East	To be Serviced	0	0	8.68	1736	1736	1.81	7.23	9.04
1197 S Congress Ave		Area 2 East	To be Serviced	0	0	2.03	406	406	0.42	1.69	2.11
1195 S Congress Ave		Area 2 East	To be Serviced	0	0	33.67	6734	6734	7.01	28.06	35.07
1121 S Congress Ave		Area 2 East	To be Serviced	0	0	37.00	7400	7400	7.71	30.83	38.54
1109 S Congress Ave		Area 2 East	To be Serviced	0	0	4.11	822	822	0.86	3.43	4.28
1109 S Congress Ave		Area 2 East	To be Serviced	0	0	4.57	914	914	0.95	3.81	4.76
1055 S Congress Ave		Area 2 East	To be Serviced	0	0	26.99	5398	5398	5.62	22.49	28.11
1014 S Congress Ave		Area 2 East	To be Serviced	0	0	14.47	2894	2894	3.01	12.06	15.07
1042 S Congress Ave		Area 2 East	To be Serviced	0	0	7.26	1452	1452	1.51	6.05	7.56
2971 Oak Dr		Area 2 East	To be Serviced	0	0	3.00	600	600	0.63	2.50	3.13
1202 S Congress Ave		Area 2 East	To be Serviced	0	0	8.14	1628	1628	1.70	6.78	8.48
1144 S Congress Ave		Area 2 East	To be Serviced	0	0	5.28	1056	1056	1.10	4.40	5.50
1138 S Congress Ave		Area 2 East	To be Serviced	0	0	5.29	1058	1058	1.10	4.41	5.51
1122 S Congress Ave		Area 2 East	To be Serviced	0	0	10.57	2114	2114	2.20	8.81	11.01
2950 Palmarita Rd		Area 2 East	To be Serviced	0	0	10.45	2090	2090	2.18	8.71	10.89
2923 Palmarita Rd		Area 2 East	To be Serviced	0	0	15.88	3176	3176	3.31	13.23	16.54
2897 Palmarita Rd		Area 2 East	To be Serviced	0	0	10.42	2084	2084	2.17	8.68	10.85
1155 S Congress Ave		Area 2 East	Existing	1.57	313	18.04	3608	3295	3.76	15.03	18.79
1200 S Congress Ave		Area 2 East	Existing	18.95	3791	160.08	32016	28225	33.35	133.40	166.75
1212 S Congress Ave		Area 2 West	To be Serviced	0	0	22.29	4458	4458	4.64	18.58	23.22
1398 S Congress Ave		Area 2 West	To be Serviced	0	0	4.57	914	914	0.95	3.81	4.76
1420 S Congress Ave		Area 2 West	To be Serviced	0	0	5.60	1120	1120	1.17	4.67	5.83
1478 S Congress Ave		Area 2 West	To be Serviced	0	0	7.26	1452	1452	1.51	6.05	7.56
1466 S Congress Ave		Area 2 West	To be Serviced	0	0	6.49	1298	1298	1.35	5.41	6.76
2960 Melaleuca Road		Area 2 West	To be Serviced	0	0	7.02	1404	1404	1.46	5.85	7.31
1487 S Congress Ave		Area 2 West	To be Serviced	0	0	61.76	12352	12352	12.87	51.47	64.33
1481 S Congress Ave		Area 2 West	To be Serviced	0	0	61.76	12352	12352	12.87	51.47	64.33
1451 S Congress Ave		Area 2 West	To be Serviced	0	0	61.76	12352	12352	12.87	51.47	64.33
3076 Melaleuca Road		Area 2 West	To be Serviced	0	0	9.34	1868	1868	1.95	7.78	9.73
3100 Melaleuca Road		Area 2 West	To be Serviced	0	0	9.34	1868	1868	1.95	7.78	9.73
3116 Melaleuca Road		Area 2 West	To be Serviced	0	0	7.78	1556	1556	1.62	6.48	8.10
3144 Melaleuca Road		Area 2 West	To be Serviced	0	0	12.74	2548	2548	2.65	10.62	13.27
3164 Melaleuca Road		Area 2 West	To be Serviced	0	0	9.33	1866	1866	1.94	7.78	9.72
3220 Melaleuca Road		Area 2 West	To be Serviced	0	0	27.65	5530	5530	5.76	23.04	28.80
1427 S Congress Ave		Area 2 West	Existing	13.03	2606	24.17	4833	2227	5.03	20.14	25.18

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2933 Holly Rd		Area 3	To be Serviced	0	0	3.59	718	718	0.75	2.99	3.74
2953 Holly Rd		Area 3	To be Serviced	0	0	3.61	722	722	0.75	3.01	3.76
834 S Congress Ave		Area 3	To be Serviced	0	0	5.65	1130	1130	1.18	4.71	5.89
2949 Marbill Rd		Area 3	To be Serviced	0	0	2.01	402	402	0.42	1.68	2.09
2948 Marbill Rd		Area 3	To be Serviced	0	0	1.88	376	376	0.39	1.57	1.96
800 S Congress Ave		Area 3	To be Serviced	0	0	4.12	824	824	0.86	3.43	4.29
768 S Congress Ave		Area 3	To be Serviced	0	0	6.41	1282	1282	1.34	5.34	6.68
2942 New York St		Area 3	To be Serviced	0	0	2.00	400	400	0.42	1.67	2.08
720 S Congress Ave	20-546 711 FM Extension	Area 3	To be Serviced	0	0	5.80	1160	1160	1.21	4.83	6.04
720 S Congress Ave		Area 3	To be Serviced	0	0						
874 S Congress Ave	17-580 Flying Panda/FKA Circus Trix CPD	Area 3	To be Serviced	0	0	14.19	2838	2838	2.96	11.83	14.78
884 S Congress Ave		Area 3	To be Serviced	0	0	51.67	10334	10334	10.76	43.06	53.82
964 S Congress Ave		Area 3	Existing	1.91	382	79.64	15928	15546	16.59	66.37	82.96
901 S Congress Ave		Area 3	Existing	0.58	117	70.94	14187	14070	14.78	59.12	73.90
839A S Congress Ave		Area 3	Existing	0	0	29.21	5842	5842	6.09	24.34	30.43
839B S Congress Ave		Area 3	Existing	0	0	29.21	5842	5842	6.09	24.34	30.43
751 S Congress Ave		Area 3	Existing	22.55	4510	35.18	7036	2526	7.33	29.32	36.65
721 S Congress Ave		Area 3	Existing	0.28	56	6.00	1200	1144	1.25	5.00	6.25
3120 Summit Blvd		Area 3	Existing	0	0	4.48	896	896	0.93	3.73	4.67
815 Congress Ave		Area 3	Existing	18	3600	9.35	1870	1870	1.95	7.79	9.74

Information provided in PCUM updated from information provided from PBCWUD regarding current water usage and approved projects in plan review

Flow changed from PCUM to reflect FAR methodology as parcel is not included in current Oxygen expansion

During the February 2023 meeting, the preferred conceptual system designs were established as follows:

- The parcels in Area 1 West that currently flow by gravity to LS 0235 will continue to be served by this lift station. LS 0235 will discharge through a new 6-inch force main installed west along Forest Hill Blvd. and north along David Road to LS 0173. Properties in the service area along Forest Hill Blvd., west of Congress Ave., will be served by this new force main. This includes parcels purchased by Oxygen south of the LWDD L-6 Canal for their facility expansion.

- The parcels in Area 2 West along Melaleuca Road will be served by the existing 4-inch force main along Melaleuca Road that discharges to a manhole on Rose Circle, which flows to LS 0173. A short length 4-inch force main will be installed along the west side of Congress Avenue, from the LWDD L-6 Canal to Melaleuca Road, to serve two parcels.

- All area parcels adjacent to existing gravity sewer systems will continue to be served by those systems, including gravity collection systems to LS 0802, 0169, and 0405.

- All other parcels in Area 1 East, Area 2, and Area 3 that are not served by existing systems will be served by new 4-inch force mains. The new force mains will direct flow west to connect to the existing 4-inch force main along Congress Avenue north of Summit Boulevard. This preference reflected the "Design Option A" for Areas 1 East, Area 2, and Area 3 east of Congress Avenue that were outlined in the first draft of the BODR.

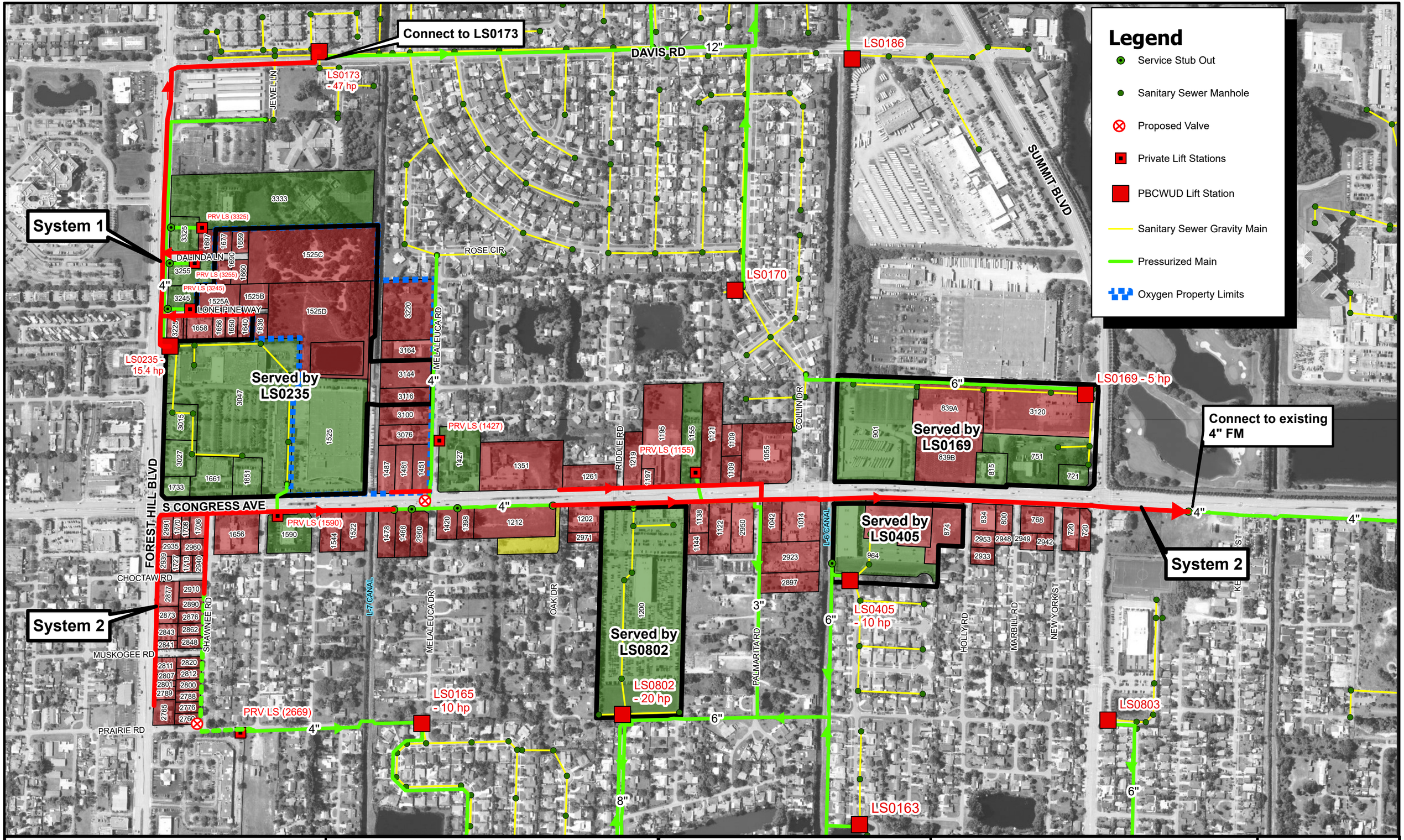
HCE staff also completed two site visits to the project area, to confirm the location of existing infrastructure and review existing conditions to evaluate pipe installation routes and methods. Several new private lift stations were located, and information regarding current water demands were requested and included in subsequent evaluations. The optimal locations for directional drilled crossings of Congress Avenue and aerial crossings of LWDD canals were also reviewed.

The proposed conceptual design, depicted in **Figure 6,** is based on 1) information provided in the PCUM, 2) review of alternatives presented in the first draft of the BODR, 3) discussions with project stakeholders, and 4) site visits to the project area. Areas that are currently served by gravity collection systems, and will continue to be served by those systems in the future, are indicated. These areas include the following:

- The shopping center and Oxygen property located at the northwest corner of Forest Hill Boulevard and Congress Avenue, with a gravity collection system that flows to LS 0235, will continue to be served by a gravity sewer system discharging to LS 0235. The parcels included in the Oxygen facility expansion will also be served by a gravity sewer system extension that will flow to LS 0235. This new gravity system can be extended in the future when the undeveloped parcel 1525 C (also owned by Oxygen) is developed.

- The car dealership at 1200 Congress Avenue has a gravity collection system that flows to LS 0802. It is assumed that this property will continue to send wastewater to LS 0802 if redeveloped.

- The parcels at 964 and 884 Congress Avenue are provided with a gravity collection system that flows to LS 0405 and will continue to be served by this system. The parcels at 884 and 874 Congress Avenue are proposed for redevelopment as one retail facility that will have a gravity sewer extension that will flow to LS 0405.



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Village of Palm Springs
Congress Ave Force Main

Preferred Overall Wastewater System Design

HOLTZ CONSULTING ENGINEERS, INC.
270 S. CENTRAL BLVD, SUITE 207
JUPITER, FLORIDA 34994
PH. (772) 919-4905

FIG 6

- The properties on the west side of Area 3 between Summit Boulevard and the LWDD L-6 Canal are served by a gravity collection system that flows to LS 0169. The two undeveloped parking areas at 839B Congress Avenue and 3120 Summit Boulevard would be served by the existing gravity system when redeveloped.

- The properties along Melaleuca Road will be served by the existing 4-inch force main that runs west along Melaleuca Road and discharges to a manhole on Rose Circle, to flow by gravity to LS 0173. It is assumed that a normally closed 4-inch valve will be added to this line where it crosses Congress Avenue.

New force mains to be added in this project are indicated as red lines. Existing force mains that will be incorporated into the piping system design are shown as green lines. The proposed future force main serving the new Mint-Eco car wash (WUD Project No. 23-534, proposed for the parcels at 2877 Forest Hill Blvd. and 2910 and 2890 Shawnee Rd.) is indicated with a dashed green line. This force main will initially flow to LS 0165, but when this project is developed, flow will be redirected west to Congress Avenue and north along Congress Avenue, to the terminus of the existing 4-inch force main on Congress Avenue north of Summit Boulevard.

The proposed improvements to the project area are evaluated and presented in this report according to the future discharge locations. System 1 is the proposed new 6-inch piping system from LS 0235 that runs west along Forest Hill Boulevard to Davis Road, and then north to LS 0173. A new 4-inch force main will be added along Lone Pine Way to serve parcels on the east side of that road. System 2 is the proposed 4-inch piping system that will run west along Forest Hill Boulevard and Shawnee Road to Congress Avenue, and then north along the east side of Congress Avenue, to the existing force main terminus north of Summit Road. A new 4-inch force main will also be added along the west side of Congress Avenue to serve the parcels from 1055 to 1351 Congress Avenue. This force main will cross Congress Avenue near the LWDD L-6 Canal, and connect to the new 4-inch force main to be installed on the east side of Congress Avenue.

The conceptual proposed improvements for the service area are described in the following sections. The peak flow and velocities within each pipe segment were determined for each flow scenario and are summarized for the conceptual design. Due to the low projected future flows, many of the mains have low velocities that do not meet the 2 fps criteria. Flushing ports should be provided at each service connection and pipe terminus and connecting tees to facilitate flushing of the force mains. For many of the side streets, the velocities will remain low. Construction of some of these mains, which will be required to provide service to all parcels, will be deferred until development plans are better known.

HCE developed hydraulic models for each new piping system required for the service area, in order to estimate force main connection pressures and parcel pump station discharge head requirements for each section of force main in the project area for the two flow scenarios. The pressures at connection points to the existing PBCWUD system were provided by County staff, including at the terminus of the 4-inch force main on Congress Avenue north of Summit Road (35 psi), and at the discharge force main from LS 0173 on Davis Road (5 to 60 psi). The pressure at the connection point was added to the pressures from pipe friction losses determined by the hydraulic model for the two peak-flow scenarios.

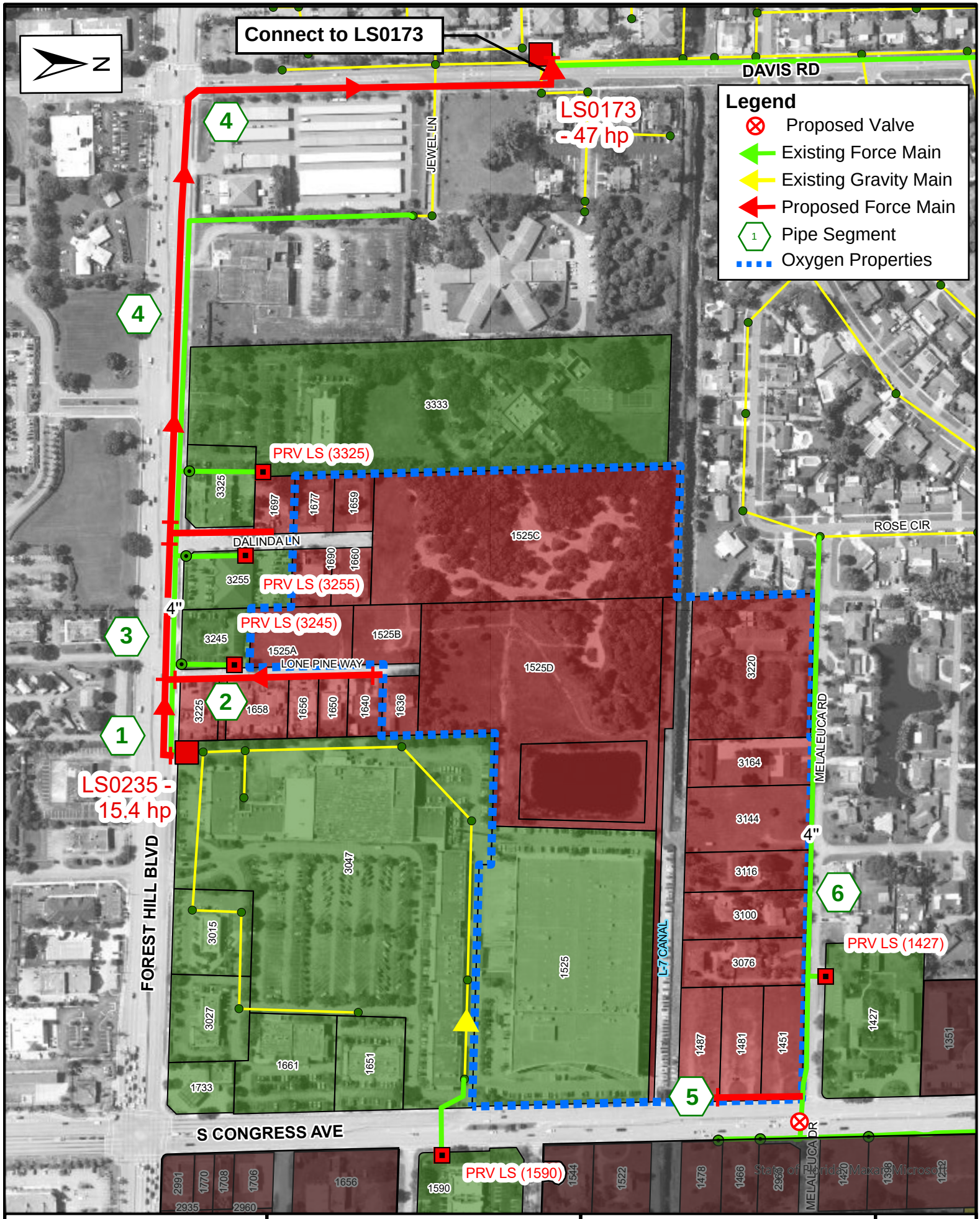
4.2.1 System 1 – Piping System Discharging to Lift Station 0173

The conceptual proposed improvements for Area 1 West (near Forest Hill Boulevard west of Congress Avenue) are shown in **Figure 7**. The pipe segments are numbered for comparison to the modeling results for this system. The parcels currently served by a gravity system to LS 0235 will continue to be served in the same manner. LS 0235 will discharge through a new 6-inch force main running west along Forest Hill Boulevard to Davis Road, and north along Davis Road to LS 0173. The new 6-inch force main will be connected to both the wet well and discharge force main from LS 0173 with isolation valves. The existing 4-inch force main along Forest Hill Boulevard that sends flow from LS 0235 to a manhole will be plugged, abandoned, and grouted per FDOT requirements. A new 4-inch force main will be added along Lone Pine Way to serve parcels along the east side of this road.

The existing Oxygen parcel at 1525 Congress Avenue will continue to be served by the existing gravity collection system to LS 0235. The parcels owned by Oxygen that are included in the approved facility expansion plan will be provided with a gravity sewer system extension that will also flow to LS 0235. The undeveloped parcel at 1525C is also owned by Oxygen but is not part of their approved development plans. However, the gravity system extension proposed for the Oxygen facility expansion can be extended in the future to serve this parcel. Therefore, it is assumed that future wastewater flows from this parcel will flow by gravity to LS 0235 in the future. Alternatively, this parcel could be provided with a lift station that connects to the 4-inch force main that will be installed on Lone Pine Way. The Oxygen parcels north of the LWDD L-7 Canal that are not included in the approved facility expansion plan will be served by connection to the existing 4-inch force main along Melaleuca Road, which discharges to a manhole on Rose Circle and flows by gravity to LS 0173.

There are several private lift stations in the existing wastewater collection system to LS 0173. A private lift station at 1590 Congress Avenue has a 2-inch force main that crosses Congress Avenue and discharges into a manhole that flows to LS 0235. This low-pressure system could remain in place until the parcel is redeveloped and then a new lift station could connect to the new 4-inch force main on the east side of Congress Avenue at higher discharge pressures, and the deep 2-inch force main crossing can be abandoned. Three private lift stations are located at existing developments along Forest Hill Boulevard. These lift stations discharge into the 4-inch force main from LS 0235 and will be reconnected to the proposed new 6-inch force main to be installed along the north side of Forest Hill Boulevard. The private lift station at 1427 Congress Avenue will continue to discharge at low pressure to the 4-inch force main along Melaleuca Road. A new valve will be added to keep flows from System 2 from discharging to this force main and the manhole at Rose Circle.

The hydraulic model was used to estimate pressure in the new force main sections for scenarios where the 6-inch force main is 1) connected to the wet well at LS 0173 with discharge to atmospheric pressure, and 2) connected to the discharge force main for LS 0173 (with pressures ranging from about 5 to 60 psi). For each scenario, pressures in the force main sections were evaluated for the case where the pump in LS 0235 is operating, and for the case when it is not operating. The hydraulic modeling for these scenarios is summarized in subsequent sections of the report.



Village of Palm Springs Congress Ave Force Main	**System 1 Wastewater System Improvements**	**HOLTZ CONSULTING ENGINEERS, INC.** 270 SOUTH CENTRAL BLVD., SUITE 207 JUPITER, FLORIDA 33458 PH. (561) 575-2005	**FIG 7**

4.2.1(a) Modeling Scenario – Discharge to LS 0173 Wet Well

There are four scenarios modeled for System 1 when it is discharging to the wet well of LS 0173, with a connection pressure of 0 psi. The first two scenarios are modeled with approximately 33-percent and 50-percent of the total estimated future flow into the system while the pump at LS 0235 is off. The predicted flow, velocity, and pressure ranges in each pipe segment under these conditions are summarized in **Table 5.** Pressures in the pipe segments were very low, less than 1 psi, for both the 33-percent and 50-percent flow scenarios.

Table 5 - Summary of Modeling Results – System 1 to LS 0173 Wet Well with LS 0235 Pump Off

Pipe Segment	Roadway	Diameter (Inches)	33% Future Flow			50% Future Flow		
			Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)	Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)
1	Forest Hill Blvd from LS 0235	6"	0	0.0	0	0	0.0	1
2	Lone Pine Way	4"	25	0.7	0	25	0.6	1
3	Forest Hill Blvd. Lone Pine Way to Dalinda Lane	6"	42	0.48	0	42	0.5	1
4	Forest Hill Blvd & Davis Rd	6"	52	0.6	0	76	0.9	0 - 1
5	Congress Ave, S of Melaleuca Rd (West Side)	4"	64	1.6	3 - 4	129	3.3	8 - 9
6	Melaleuca Rd	4"	94	2.4	0 - 3	138	3.5	0 - 8

The existing 4-inch force main along Melaleuca Road will continue to serve properties along Melaleuca Road, as well as three parcels on Congress Avenue (1451, 1481 and 1487 Congress Ave). A short section of 4-inch force main would be installed along the west side of Congress Avenue south of Melaleuca Road to serve these three parcels. The estimated flows, velocities, and pressures in these pipe segments are also depicted in Table 5, for 33-percent and 50-percent of the potential future flow discharging into the force mains from pumps at each parcel. The pressures along this piping route are low, ranging from 0 to 4 psi for the 33-percent flow scenario, and from 0 to 9 psi for the 50-percent flow scenario. This is due to the fact that the parcel flows are low and the force main discharges to atmospheric pressure at the manhole.

The second two scenarios involve 1) modeling System 1 when only the pump at LS 0235 is on, and no additional flow from pump stations at other properties along the piping route is entering the system; and 2) when LS 0235 is on and approximately 50 percent of the total potential future flow is entering the system from future pumps at other parcels. These modeling results are summarized in **Table 6**. The LS 0235 pump performance is modeled based on the pump curve provided by the manufacturer, and as included in **Appendix G**. The pressures in the force main sections range from 0 to 22 psi when only the LS 0235 pump is operating, and from 0 to 24 psi when the LS 0235 pump is on, in addition to 50-percent

of the potential future flow from other parcel pump stations. Flow velocities in the pipe segments range from 0.6 to 5.5 fps.

Table 6 - Summary of Modeling Results – System 1 to LS 0173 Wet Well with LS 0235 Pump On

Pipe Segment	Roadway	Diameter (Inches)	Only LS 0235 Pump On			LS 0235 Pump On + ½ of Other Properties Flow		
			Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)	Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)
1	Forest Hill Blvd From LS 0235	6"	441	5.0	20 - 22	408	4.6	23 - 24
2	Lone Pine Way	4"	0	0.0	20	25	0.6	23
3	Forest Hill Blvd Btw. Lone Pine & Dalinda	6"	441	5.0	17 - 20	450	5.1	19 - 23
4	Forest Hill Blvd & Davis Rd	6"	441	5.0	0 - 17	484	5.5	0 - 19

4.2.1(b) Modeling Scenario – Connect to LS 0173 Discharge Force Main

We also hydraulically modeled several flow scenarios for the case where the 6-inch force main is connected to the LS 0173 discharge force main instead of the wet well. The connection pressure at the force main from LS 0173 ranges from approximately 5 psi to 60 psi, with an average high pressure of 13.5 psi, based on pressure readings every minute over the course of two days provided by PBCWUD. The first two scenarios model System 1 connected to the LS 0173 discharge force main with approximately 33 percent and 50 percent of total future flow in the system, while the pump at LS 0235 is off. The flow, velocity, and pressures in each pipe segment under these conditions are summarized in **Table 7**. Pressures were modeled for LS 0173 discharge force main connection pressures of 5, 13.5 and 60 psi. The pressure ranged from 5 to 60 psi, depending on connection pressure for the 33-percent flow scenario, and the pressures ranged from 5 to 61 psi for the 50-percent flow scenario.

Table 7 - Summary of Modeling Results – System 1 to LS 0173 Force Main with LS 0235 Pump Off

Pipe Segment	Roadway	Diameter (Inches)	Connection Pressure (psi)	33% Future Flow			50% Future Flow		
				Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)	Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)
1	Forest Hill Blvd from LS 0235	6"	Low (5 psi)	0	0.0	5	0	0.0	6
			Avg. (13.5 psi)			14			14
			High (60 psi)			60			61
2	Lone Pine Way	4"	Low	25	0.6	5	25	0.6	6
			Avg.			14			14
			High			60			61
3	Forest Hill Blvd Btw. Lone Pine Way & Dalinda Rd.	6"	Low	42	0.5	5	42	0.5	6
			Avg.			14			14
			High			60			61
4	Forest Hill Blvd & Davis Rd	6"	Low	52	0.6	5	76	0.9	5 - 6
			Avg.			13.5 - 14			13.5 - 14
			High			60			60 - 61

System 1 was also modeled 1) with the 6-inch force main discharging to the force main from LS 0173, when only the pump at LS 0235 is on and no additional flow from other parcel pump stations is entering the system; and 2) with the LS 0235 pump on and one-half of other parcels' pump stations are operating and discharging into the piping system. These modeling results are summarized in **Table 8**. Each of these scenarios were modeled with a connection pressure at the LS 0173 discharge force main of 5, 13.5, and 60 psi. As can be seen from the data, at the peak connection pressure of 60 psi, the system pressure exceeds the operating capacity of the existing pumps at LS 0235, which have a shut-off head of 130.5 feet, or 56.5 psi, resulting in no flow at this pressure condition. Therefore, new pumps will likely be needed in LS 0235 if the new 6-inch force main is connected to the LS 0173 discharge force main.

Table 8 - Summary of Modeling Results – System 1 to LS 0173 Force Main with LS 0235 Pump On

Pipe Segment	Roadway	Diameter (Inches)	Connection Pressure (psi)	Only LS 0235 Pump On			LS 0235 Pump On + ½ of Other Properties Flow		
				Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)	Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)
1	Forest Hill Blvd From LS 0235	6"	Low (5)	460	5.2	30 - 33	419	4.8	32 - 35
			Avg. (13.5)	356	4.0	27 - 28	323	3.7	29 - 30
			High (60)	0	0.0	60	0	0.0	61
2	Lone Pine Way	4"	Low (5)	0	0.0	30	25	0.6	32
			Avg. (13.5)	0	0.0	27	25	0.6	29
			High (60)	0	0.0	60	25	0.6	61
3	Forest Hill Blvd Btw. Lone Pine & Dalinda	6"	Low (5)	460	5.2	25 - 30	461	5.2	28 - 32
			Avg. (13.5)	356	4.0	25 - 27	365	4.2	27 - 28
			High (60)	0	0.0	60	42	0.5	61
4	Forest Hill Blvd & Davis Rd	6"	Low (5)	460	5.2	5 - 25	495	5.6	5 - 28
			Avg. (13.5)	356	4.0	13.5 - 25	400	4.5	13.5 - 27
			High (60)	0	0.0	60	76	0.8	60 - 61

4.2.1(c) LS 0235 Pump Station Analysis

In order to evaluate the operating performance of LS 0235 under current and alternative future conditions, we performed a number of hydraulic modeling runs focused on LS 0235. These modeling scenarios include existing conditions (4-inch force main discharging to manhole at Jewel Lane) at current flows, and future conditions with the 6-inch force main, connected either to the LS 0173 wet well or discharge force main, at both current and future flows. The future scenarios were modeled with LS 0235 operating and not operating. The results of the LS 0235 modeling scenarios are summarized in **Table 9.** For future flow scenarios where the 6-inch force main is connected to the LS 0173 discharge force main, the system performance was modeled at connection pressures of 5, 13.5 and 60 psi. Some of these modeling results were included in Tables 5 through 8 and are summarized in Table 9 for ease of comparison. For each condition, the system pressure at LS 0235 is provided, along with the predicted flow from LS 0235 and the peak hour wastewater inflow to this lift station for comparison. If the flow from LS 0235 does not significantly exceed the peak hour inflow to this lift station wet well, then the capacity of the existing pumps will be inadequate and new pumps would be required. From these modeling scenarios, we can conclude that the existing pumps at LS 0235 are adequate to meet future flow conditions, except for the case where there is high connection pressure at LS 0173. If the connection pressure at the discharge force main from LS 0173 is 60 psi, then the pumps at LS 0235 will be at shut-off head and no flow will result.

Based on comments received from PBCWUD, the new 6-inch force main from LS 0235 will be connected to the wet well at LS 0173 and also to the 12-inch discharge force from LS 0173 to serve as a bypass of LS 0173. Normal operation would be to discharge flow to the wet well.

Table 9 - Summary of LS 0235 Modeling Evaluation

Operating Condition	Discharge Location	Connection Pressure (psi)	Peak Hour Inflow to LS 0235 (GPM)	Flow from LS 0235 to system (GPM)	Pressure from LS 0235 (psi)	LS 0235 Pump Adequate?
Current Operation with 4" FM at Current Flow	MH on Jewel Ln	0	123.5	230	43	Yes
Future Operation, Current Flow	LS 0173 Wet Well	0	123.5	427	23	Yes
Future Operation, Current Flow	LS 0173 Discharge FM	5	123.5	442	33	Yes
		13.5	123.5	342	29	Yes
		60	123.5	0	83	**No**
Future Operation, Future Flow (Only LS 0235 Pump On)	LS 0173 Wet Well	0	313.3	441	22	Yes
Future Operation, Future Flow (LS 0235 Pump On + ⅓ of Other Properties Flow)	LS 0173 Wet Well	0	313.3	408	24	Yes
Future Operation, Future Flow (Pump On + ⅓ of Other Properties Flow)	LS 0173 Discharge FM	5	313.3	419	35	Yes
		13.5	313.3	323	30	Yes
		60	313.3	0	61	**No**

The expansion of the Oxygen development and future development of the undeveloped parcel labeled 1525C will increase the future flow to LS 0235. The current wastewater flow to LS 0235 is estimated to be an average annual daily flow of 29,635 gpd. The future wastewater flow to LS 0235 is estimated to be 71,091 gpd. This 240 percent increase in flow to LS 0235 will increase the average pump run time at LS 0235 from 1.65 hours per day to approximately 4 hours per day if the 4-inch discharge force main remains the same. When the force main along Forest Hill Boulevard is replaced with a 6-inch force main to the LS 0173 wet well, the LS 0235 discharge capacity will increase, and the run time will decrease to approximately 2.1 hours per day. The wet well is 6 foot in diameter with 4 feet from the first invert to the pump off elevation. The wet well volume is marginally adequate for the future flows as outlined in the PCUM.

4.2.1(d) System 1 Route and Constructability Issues

The conceptual route for the proposed System 1 wastewater improvements predominantly falls within two heavily traveled roadway corridors, Forest Hill Boulevard/ State Road 882 (which is also a 6 lane PBC Thoroughfare Plan roadway with various left and right-hand turn lanes) and Davis Road, which is a three lane PBC collector roadway with a center "suicide" left/right turn lane for a portion of the road, and a painted median strip lane for the other portion of the road. These two roadway corridors are fronted by commercial business parcels along Forest Hill Boulevard, and both commercial business and housing

parcels along Davis Road. Various existing utility infrastructure is located within the right-of-way corridor that must be navigated through and protected during construction.

The following are some of the issues that may impact the design and/or construction of the proposed wastewater improvements to serve parcels within System 1:

- Maintaining access during construction to the adjacent parcels and businesses will be an important issue. Temporary trench plates may be required to provide vehicular entrance to parcels prior to completion of backfilling, compaction, and temporary asphalt patching adequate to support vehicle loads on the trench area.

- The existing water main on the north side of Forest Hill Boulevard (west of Congress Avenue) runs east/west just under the sidewalk south edge. This location and its proximity of large power and lighting poles, walls, etc. along the north sidewalk edge, may require that the proposed 6-inch force main (from LS 0235 running west) be installed within the westbound travel lane of Forest Hill Boulevard (see **Photo 1, Appendix I**).

- There are 3 known existing private lift stations downstream of LS 0235 that must remain in service while the new 6-inch force main is constructed, tested, and released for service. Connection to the new force main with a flushing port can then be made, and the old 4-inch force main can be abandoned. Sequencing of construction and testing of the new line will be critical, so that the roadway can be restored to permit traffic travel as quickly as possible.

- A "jog" or offset in the typical service connection may be required to be able to keep the existing service lines operational while the new facilities are constructed. The existing service line can be cut and connected to the new force main, and a new flushing port will be added. The existing facilities can be taken out of service once all service connections are restored.

- A new 4-inch force main will be installed north along Lone Pine Way from Forest Hill Boulevard, to serve parcels on the east side of Lone Pine Way. This force main could be extended to the west to serve future Oxygen parcels also.

- Dalinda Lane will require installation of a 4-inch stub out for reconnection of one existing private lift station. Only one parcel on Dalinda Lane is not currently a PBCWUD sewer customer, at 1697 Dalinda Lane. The other parcels are served by private lift stations or were purchased by Oxygen for construction of stormwater ponds that do not require wastewater service. A 4-inch force main extension could be provided from the 6-inch force main to serve this parcel, as shown on the conceptual design figures and as included in the cost estimate, or a stub-out with valve and cap could be provided to serve this parcel in the future when redeveloped. Alternatively, this parcel could be served by the private lift station located directly behind it to the west (see **Photo 2, Appendix I**).

- At the intersection of Forest Hill Boulevard and Davis Road, both the northeast and the northwest corners are crowded with power poles, electrical boxes, buried cables, stormwater piping and catch basins, and intersection signalization poles, etc. (see **Photo 3, Appendix I**). Depending on how crowded the grassy area running north along Davis Road is, it may be better to turn the corner and run up the east side of Davis Road. There is an existing gravity sewer running north/south up the west side of Davis Road in the grass area, and an existing water main running

north/south on the west side as well for approximately one third of the way up to LS 0173. There is also an existing north/south water main running along the east side of Davis Road for approximately the first two thirds of the way up to LS 0173, where it then crosses Davis Road and connects to the existing water main on the west side. The new 6-inch force main could be located within the easterly north bound travel lane and then shift to the east at Jewel Lane and continue north within the grass area up to LS 0173. A road crossing of Davis Road will be required to connect to the wet well and the 12-inch force main (pressure side) just downstream of LS 0173 (see **Photos 4 and 5, Appendix I**).

- The Davis Road corridor has several existing utility facilities, both buried and above-ground, on both sides of the right of way. These make any north/south route within the right-of-way (outside of the roadway) somewhat difficult and congested. The force main could be installed via horizontal directional drilling in this area since future service connections will not be provided along this run (see **Photo 6, Appendix I**).

- The Forest Hill Boulevard and Davis Road corridors will require extensive traffic control planning and coordination during construction to provide safe travel in the area, while also maintaining access for police, fire rescue, postal services, garbage pickup, etc., in additional to residential access. Detailed Maintenance of Traffic plans will be needed to minimize impacts to roadway traffic due to lane closure, and they must be planned, coordinated, maintained, and executed properly throughout the construction contract timeframe.

- Throughout the route, there are numerous gutter and ditch-bottom catch basins, and various size stormwater pipes, some at shallow depth and others that are deeper, that will need to be crossed. Therefore, some portions of the new 6-inch force main may need to be installed deeper than the desired minimum 36-inch cover to top of pipe, and potentially deeper than 60-inch when crossing over large diameter culverts, where adequate cover cannot be achieved crossing over the stormwater pipe.

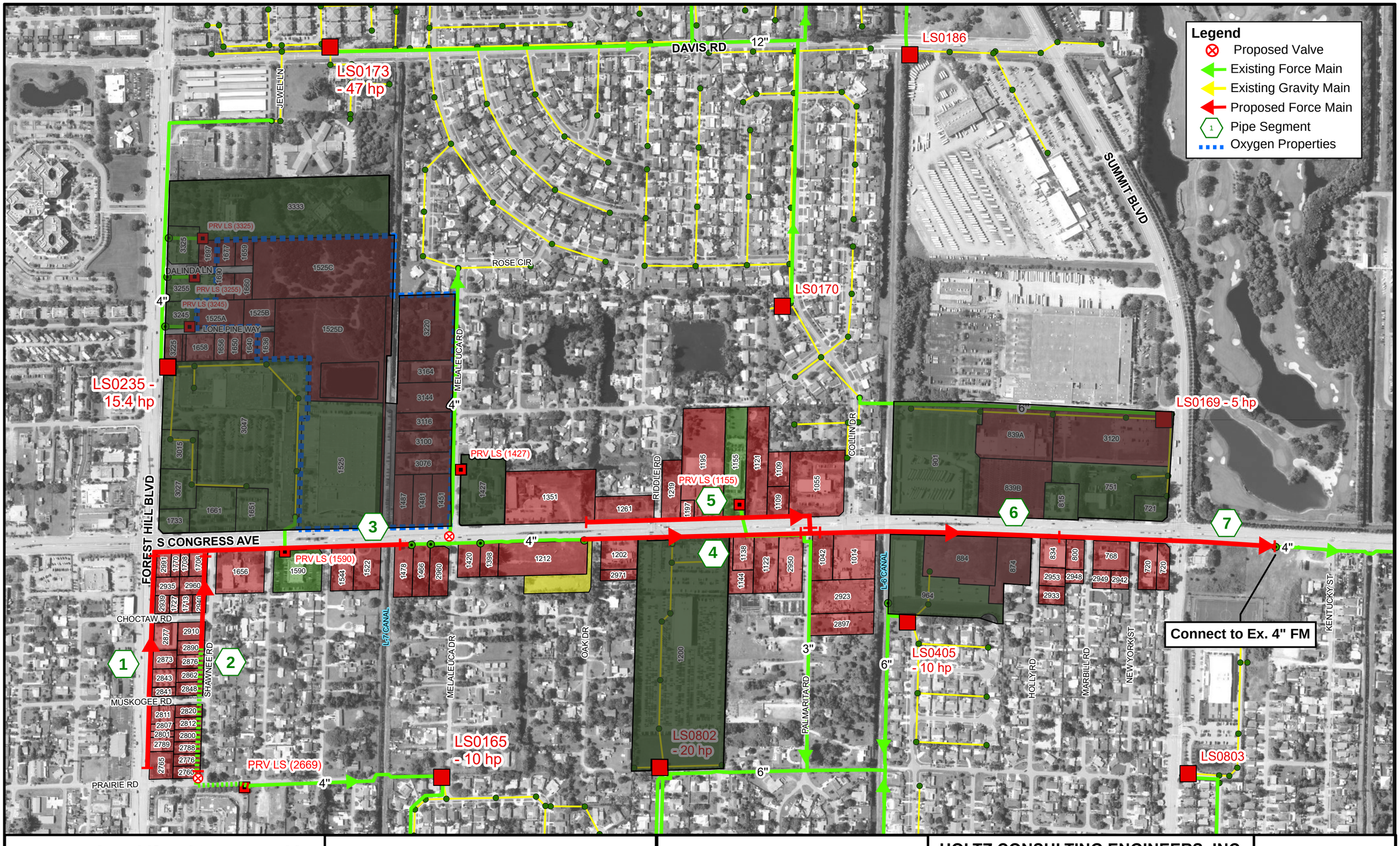
- Due to the traffic volume during daytime hours of both Forest Hill Boulevard and Davis Road, nighttime work may be required or necessary.

- Deep excavations that will require dewatering will need to consider the handling and storing of dewatering water, settling and capture of silt, noise attenuation where adjacent to homes and businesses, maintaining access to adjacent properties, etc. while the dewatering systems are in place and operational. Ramping over dewatering facilities to provide vehicle access to adjacent parcels will be required.

4.2.2 System 2 – Piping System Connecting to 4-inch Force Main North on Congress Avenue

System 2 is the proposed new 4-inch force main system depicted in **Figure 8**. New force mains will be added along the north side of Forest Hill Boulevard, from Prairie Road to Congress Avenue, and north on Congress Avenue. The new force main will connect to the south terminus of the existing 4-inch force main north on Congress Avenue (north of Summit Boulevard), which then connects to the 42-inch force main on Gun Club Road. The segment of existing 4-inch force main on Congress Avenue between 1212 and 1478 Congress Ave. (shown in green for existing on Figure 8) will be incorporated into the design. The proposed new 4-inch force main, to be installed by the developer of the Mint-Eco car wash along Shawnee Road to LS 0165 (shown in dashed green), will also be incorporated into the piping system and

will flow west to connect to the 4-inch force main along Congress Avenue in the future. A new 4-inch force main will also be added along the west side of Congress Avenue to serve the parcels from 1351 to 1055 Congress Avenue. This force main will cross Congress Avenue and connect to the new force main on the east side heading north.



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Village of Palm Springs
Congress Ave Force Main

System 2 Wastewater
System Improvements

HOLTZ CONSULTING ENGINEERS, INC.
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FIG 8

The best location for the horizontal directional drilling (HDD) of the new 4-inch force main crossing of Congress Avenue may be at Palmarita Road. Crossing at this location will avoid crossing of the LWDD L-6 Canal twice, with only one aerial crossing on both the east and west side of Congress Avenue. Other potential crossing locations may be more difficult due to space constraints, including along the LWDD L-6 Canal or Collins Road rights-of-way. The final location of the HDD crossing should be determined once survey information and as-built locations for existing utilities are available. A temporary construction easement would be required in the parking lot of the building at 1055 Congress Avenue for location of the drilling rig or for pipe layout, fusing, and pull-back.

System 2 is intended to send wastewater collected from the parcels it serves northward to the existing 4-inch pipe terminus, but it will be connected to other existing piping systems in the area to provide flexibility. The proposed new force main along Shawnee Road will have a valve added to Prairie Road at the east end, to be able to redirect flow west to Congress Avenue. A valve will be added to the existing 4-inch force main (which crosses Congress Avenue and runs down Melaleuca Road) to keep excess flows from discharging to the manhole on Rose Circle. An existing private lift station at 1155 Congress Avenue has a 3-inch force main that crosses Congress Avenue and runs east along Palmarita Road. This private pump station could be connected to the proposed new 4-inch force main (to be installed in front of the property). The existing 3-inch line at Palmarita Road could be connected to the new 4-inch force main on Congress Avenue with a normally-closed valve. These alternate discharge locations could be used in the future by opening the valves. In addition, the 4-inch force main along the east side of Congress Avenue could be connected to the manhole at 1200 Congress Avenue that was originally installed for this purpose, also with a valve.

Hydraulic modeling was performed on the System 2 force main network to estimate connection pressures and to determine on-site pump selection at peak flow conditions. The modeling was performed for two scenarios: 1) a typical daily peak flow with approximately 33 percent of the future on-site pump stations operating, and 2) a high peak flow with approximately 50 percent of the pump stations operating at a given time. The hydraulic model estimated flows, velocities, and pressure ranges in various pipe segments based on pipe friction loss. The pressure at the connection point to the existing 4-inch force main terminus (35 psi) was added to the pipe friction head loss.

The estimated flows, velocities, and pressure ranges in the pipe segments (as depicted in Figure 8) for the two flow scenarios are summarized in **Table 10**. The pressures range in the pipe segments with 33-percent of the future buildout peak flow range from 35 psi near the connection point, to around 55 psi at the south end of the system. At extreme peak flow, with 50-percent of pump stations operating, the pressure at the south end was predicted to be 83 psi. The force main pressure could be reduced at buildout peak flows, if valves to other potential discharge locations discussed above were opened. If the future connection pressures increase significantly, a new lift station may be needed near the connection point to the terminus of the 4-inch force main on Congress Avenue near Summit Road, or additional discharge locations could be provided.

Table 10 - Summary of System 2 Modeling Results

Pipe Segment	Roadway	Diameter (Inches)	33% Future Flow			50% Future Flow		
			Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)	Flow (GPM)	Velocity (ft/s)	Pressure Range (psi)
1	Forest Hill Blvd	4"	7	0.2	55	10	0.3	83
2	Shawnee Rd	4"	11	0.3	55	36	0.9	83
3	Congress Ave Area 1	4"	47	1.2	54 -55	90	2.3	80 - 83
4	Congress Ave Area 2 East Side	4"	95	2.4	50 - 54	154	3.9	70 - 80
5	Congress Ave Area 2 West Side	4"	39	1.0	50	67	1.7	70 - 71
6	Congress Ave Flow to Area 3	4"	134	3.4	44 - 50	221	5.7	56 - 70
7	Congress Ave To Connection Point	4"	156	4.0	35 - 44	237	6.0	35 - 56

4.2.2(a) System 2 Route and Constructability Issues

The conceptual route for the proposed System 2 wastewater improvements predominantly falls within two heavily traveled roadway corridors – Forest Hill Boulevard/State Road 882 (which is also a 6 lane PBC Thoroughfare Plan roadway with various left and right-hand turn lanes), and Congress Avenue/ State Road 807 (which is also a 6-lane PBC Thoroughfare Plan with various left and right-hand turn lanes). These two roadway corridors are heavily traveled, fronted by commercial business parcels and several side streets accessing residential areas. Various existing utility infrastructure is located within the right-of-way corridor that must be navigated through and protected during construction. Two LWDD canals, and a storm drainage culvert crossing interconnecting a PBC storm water storage pond, will need to be crossed with the proposed force main.

The following are some of the issues that may impact the design and/or construction of the proposed wastewater improvements to serve parcels within the System 2:

- Maintaining access during construction to the adjacent parcels and businesses will be an important issue. Temporary trench plates may be required to provide vehicular entrance to parcels prior to completion of backfilling, compaction, and temporary asphalt patching adequate to support vehicle loads on the trench area.

- The existing water main on the north side of Forest Hill Boulevard (east of Congress Avenue) runs east/west within the westbound travel lane. This location may require that the proposed 4-inch force main, from Prairie Road westward, be installed just under the sidewalk south edge. This will place construction closer to buildings, stormwater structures and pipes, overhead power lines, and power poles (which may need to be supported when trenching adjacent to them), and may include crossing all existing water services, etc. (see **Photo 7, Appendix I**).

- The proposed 4-inch force main will turn north at the intersection of Forest Hill Boulevard and Congress Avenue. Other existing utilities are located within the sidewalk area, including a water main running roughly down the middle of the sidewalk, buried electrical for a portion of the way, and power and lighting poles at the back edge of the sidewalk. The existing 4-inch force main southern terminus is just north of the LWDD L-7 canal. The proposed section of 4-inch force main will need to be located within the eastern northbound travel lane up to the LWDD L-7 canal, where it will shift east to cross the canal. After crossing the canal, the new force main will shift back west, to continue northward within the sidewalk area, up to the connection point of the existing 4-inch force main (south end), which also runs under the sidewalk. North of the LWDD L-7 canal, the existing water main appears to be located east of the sidewalk, possibly within a utility easement.

- Crossing of the LWDD L-7 canal will be an aerial crossing, potentially constructed on piles per PBCWUD typical canal crossing detail. Silt and turbidity control, maintaining canal flow, protecting against erosion, and bank and canal restoration, etc. will be important issues during construction of the canal crossing (see **Photo 8, Appendix I**).

- The northern end of the existing force main that runs under the sidewalk on the east side of Congress Avenue is located just south of Oak Drive. There is a stormwater culvert with a headwall that crosses Congress Avenue to connect drainage detention areas on either side of Congress Ave. (see **Photo 9, Appendix I**). This culvert will need to be crossed, either by going under, or via a crossing on piling as per the LWDD L-7 canal crossing. An underground installation over this culvert may not provide sufficient cover, but it could be explored by placing the 4-inch force main within a Class 53 steel casing, backfilled with flowable fill, to protect it from minimal cover under the sidewalk and from breakage, since it will act as a "fulcrum" at the structure crossing point.

- This situation also exists on the west side of Congress Avenue, where several properties will be picked up by installing a 4-inch force main that heads north and then crosses Congress Avenue, to connect to the proposed 4-inch force main on the east side of Congress Avenue. It appears that there is a water main running under or near the sidewalk on the west side of Congress Avenue. Therefore the proposed 4-inch force main may need to be located within the southbound travel lane up to the crossing location, in order to reach the east side of Congress (see **Photo 10, Appendix I**).

- To avoid the need to install two aerial canal crossings of the LWDD L-6 canal (east and west of Congress Avenue), a suitable location just south of the canal should be explored. There is an existing water main aerial crossing of the LWDD L-6 canal on the west side of Congress Avenue. This existing crossing location would require that a new force main crossing be located between the water main crossing and the roadway bridge. This area would be tight to work in, and there is a building in close proximity to the south side of the canal in this location.

- Crossing the LWDD L-6 canal will require shifting the 4-inch force main east into the LWDD canal right-of-way, and potentially constructing an aerial crossing per the PBCWUD typical detail (see **Photo 11, Appendix I**). On the north side of the canal, within the canal right-of way, the 4-inch force main would shift west into the Congress Avenue northbound travel lane and continue north.

- Another option for both the LWDD L-6 and L-7 canals that could be explored would be to attach the proposed 4-inch force main to the east side of the bridge/box culvert headwall. This would eliminate the need for installation of pilings and would place the crossing pipe out of the way of most canal maintenance activities.

- Two potential east/west crossing locations of Congress Avenue are: 1) at Collin Drive (a temporary construction easement would be needed on the east side of Congress Avenue), and 2) at Palmarita Road (see **Photo 12, Appendix I**). The second option would require a temporary construction easement on the west side of Congress Avenue. This second option may be more feasible, as the temporary construction easement would cover a portion of a parking lot. In contrast, the first option would be at a business entry road.

- There are two known existing private lift stations located along the Congress Avenue corridor (within System 2) that must remain in service while the new 4-inch force main is constructed, tested, and released into service. Hook-up to the new force main could then be made, and the old existing crossings of Congress Avenue to connect to the existing sewer infrastructure could then be abandoned. Alternatively, these two existing private lift stations may be left connected to the downstream system, as is, until some future date. Either way, a new service connection to the new 4-inch force main will be provided to both locations for future connection by the parcel owner.

- Depending on the location of the existing water main on the east side of Congress Avenue (from Oak Drive north), the proposed 4-inch force main would potentially be installed in the northbound travel lane past the Summit Boulevard intersection. At some location near Kentucky Street, the proposed 4-inch force main would then shift east and connect to the south end of the existing 4-inch force main (see **Photo 13, Appendix I**).

- The Forest Hill Boulevard and the Congress Avenue corridors within System 2, will require extensive traffic control planning and coordination during construction. It will be critical to provide safe travel in the area while also maintaining access for police, fire rescue, postal services, garbage pickup, etc., and residential access to neighborhood side streets. Detailed Maintenance of Traffic plans will be needed to minimize impacts to roadway traffic due to lane closure, and they must be planned, coordinated, maintained, and executed properly throughout the construction contract timeframe.

- Throughout the route, there are numerous gutter and ditch-bottom catch basins and various size stormwater pipes, some at shallow depth and others that are deeper, that will need to be crossed. Therefore, some portions of the new 4-inch force main may need to be installed deeper than the desired minimum 36-inch cover to top of pipe, and potentially deeper than 60-inch when crossing over large diameter culverts, where adequate cover cannot be achieved crossing over the stormwater pipe. Air release valves will be needed at high points along the force main.

- Due to the high traffic volume during daytime hours of both Forest Hill Boulevard and Congress Avenue, nighttime work may be required or necessary.

- Deep excavations that will require dewatering will need to consider the handling and storing of dewatering water, settling and capture of silt, noise attenuation where adjacent to homes and businesses, maintaining access to adjacent properties, etc. while the dewatering systems are in

place and operational. Ramping over dewatering facilities to provide vehicle access to adjacent parcels will be required.

- Proposed 4-inch force main stub-outs with valves to a plugged end will be provided for some side streets to allow for future system extension and/or connection of force mains from future developments. The construction of these stub-outs will impact the local streets used for residential access.

- The proposed 4-inch force main could also be connected to the existing wastewater infrastructure at Melaleuca Road (via the existing 4-inch force main heading west), to the existing manhole (gravity system heading east to LS 0802), and to the existing 3-inch force main heading west at Palmarita Road. This would provide additional flow patterns for higher flows, emergency conditions, or maintenance activities, etc.

4.3 Discharge Flow to Existing System

In order to evaluate the impact of the additional flows from the project area on existing PBCWUD wastewater infrastructure, the current and future flows from the project area to each lift station or connection point were evaluated. The estimated flows, both to PBCWUD lift stations and to force mains that flow to the 42-inch force main, are summarized in **Table 11** for the existing and future conditions.

Table 11 - Estimated Current and Future Flow from the Project Area to PBCWUD Lift Stations

	Existing Flow (ADF as GPD) *(A)*	**Future Flow (ADF as GPD)** *(B)*	**Additional Flow (Delta)** *(B)-(A)*
LS0235	29,635	71,091	41,456
LS0173	38,574	156,640	118,066
LS0169	8,283	36,873	28,590
LS0405	382	29,100	28,718
LS0802	3,791	32,016	28,225
Connect to 4” FM North of Summit Blvd	313	91,486	91,173

The majority of the additional future wastewater flow from the project area after redevelopment is discharged to the 4-inch force main heading north along Congress Avenue and connected to the 42-inch force main on Gun Club Road.

Future wastewater flows from the west side of Congress Avenue at the south end of the project area near Forest Hill Boulevard are directed to LS 0173, including flows from the Oxygen redevelopment project. Future wastewater flows would be directed to LS 0173 from LS 0235, either from direct discharge to the new force main heading west along Forest Hill Boulevard from LS 0235 to LS 0173, or from discharges to the existing 4-inch force main along Melaleuca Road that discharges to a manhole on Rose Circle.

5.0 PERMITTING REQUIREMENTS

Permits will be required prior to construction of the proposed improvements. This section summarizes the permitting requirements current at the time of this report. This information is based on general permitting criteria for each agency, but it is recommended that the specific details of these improvements be discussed with permitting agencies at the design phase. Assumptions made at this planning stage, including the location of proposed improvements, are discussed below.

5.1 Florida Department of Transportation (FDOT)

The FDOT-owned rights-of-way (ROWs) within the project area are along Congress Avenue and Forest Hill Boulevard. The proposed improvements within these ROWs include a crossing of Congress Avenue, at the intersection with Palmarita Avenue, and force main installations within the Congress Avenue and Forest Hill Blvd. rights-of-way. No improvements to these roadways are included in FDOT's 5-Year Master Plan

It is estimated that one permit application will be required. The permit application submittal package shall demonstrate conformance with the 2017 edition of the FDOT Utility Accommodation Manual (UAM) or its latest edition. The submittal package shall include: the Utility Permit form (UAM Section 8), applicable items outlined in the UAM such as the construction plans that include both plan and profile views of the proposed force mains, and a traffic control plan that complies with the applicable FDOT series 600 Indexes, photos, and other items as required to complete the permit application process. The submitted documents must meet the specifications of UAM Sections 2.4, 3.16, and 3.17. A copy of the application form, which is submitted electronically through the One Stop Permitting system, is provided in **Appendix H**.

5.2 Palm Beach County Land Development Division (PBC)

The proposed improvements for this project within County Road ROWs will require a Utility Installation permit (UT) for Sanitary Installations from the Land Development Division of Palm Beach County. These improvements are expected to include all pipe installation on the following County roads: Davis Road, Shawnee Road, New York Street, Marbill Road, and Holly Road.

Permit applications are submitted to PBC electronically through their e-Permitting system. It is anticipated that the proposed improvements may be submitted as one application. A current application form from the e-Permitting system is not available for printing; however, the application questions have been provided for reference in Appendix H.

5.3 Lake Worth Drainage District (LWDD)

Two permits will be required from the Lake Worth Drainage District (LWDD) for utility crossings at the L-6 and L-7 canals. These crossings may be constructed on pile supports adjacent to road crossings or as aerial crossings attached to the existing bridges along Congress Avenue. A copy of the LWDD permit application is included in Appendix H for reference.

The PBCWUD has standardized aerial crossings for ease of maintenance, which include fan guards for safety. However, it may be preferable to attach the proposed crossings to the bridges in order to minimize disturbance to the canal banks. Once the conceptual design for the proposed improvements is finalized, HCE will begin pre-application discussions with LWDD.

LWDD will require bank stabilization to be installed within the entire disturbed area of the project construction, regardless of crossing type. The Village will also need to request temporary access for staging as part of the utility crossing construction. The exact location and extent of the bank stabilization and staging access required will vary based on the type(s) of crossings installed. More discussion of the constructability of these crossings can be found in Section 4 of this report.

5.4 Florida Department of Health in Palm Beach County (FDOH)

A permit application will also be required to be submitted to the Palm Beach County Department of Health (FDOH). The application will use FDEP Form 62.604.300(8)(a) to submit a "NOI to use the general permit for domestic wastewater collection/transmission system." The general permit is appropriate as the proposed improvements will meet the necessary treatment and disposal criteria. It is expected that one permit will be sufficient for the project area as a whole. FDOH requires flow meters to be provided on lift stations with a discharge flow rate of greater than 350 gpm. When the discharge force main for LS 0235 is increased from 4 inches to 6 inches, the flow rate of this station will increase from less than 300 gpm to over 400 gpm when discharging to the wet well of LS 0173. The FDOH may require that a new flow meter be added to this station at that time.

6.0 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

A preliminary Opinion of Probable Construction Cost (OPCC) was prepared to estimate the cost to implement the proposed Congress Avenue Wastewater System Improvements as outlined in Section 4. This preliminary OPCC estimate is a Class 4 cost estimate according to the Cost Estimate Classification System per AACE International Recommended Practice No. 18R-97 for a conceptual design. The expected accuracy range is -15% to -30% on the low side and +20% to +50% on the high side. The +/- represents the typical variation of actual costs from the cost estimate after application of a contingency. Estimation at this level of project definition is typically based on somewhat limited information and is intended to be used for determination of project feasibility, concept evaluation, and confirmation of economic and technical feasibility. A contingency of 30% and an expected accuracy range of -20% to +35% have been utilized for this OPCC.

The Opinion of Probable Cost of Construction for the recommended improvements is provided in **Table 12**. The estimated capital cost in today's dollars including engineering services and a 30-percent contingency is $7.9 million, with a range of $6.3 to $10.7 million, based on level of accuracy. The estimated construction contractor cost is approximately $6.7 Million. Estimated construction costs for the wastewater system improvements were developed utilizing the recent publicly bid continuing contract costs for Palm Beach County Water Utilities Department from November 2022 (WUD Project No. 22-032) and applied to estimated material quantity take-offs of the conceptual design layout of the proposed facilities. The conceptual piping system improvements are based on the layouts provided in Figures 7 and 8 in Section 4 of this BODR. This estimate is based on pricing and costs in June 2023 and does not include cost escalation due to inflation in labor costs or materials prices. The OPCC also does not include other project "soft" costs associated with the acquisition of financing or grant administration, or legal and administrative costs, easements, etc. As the project definition increases and the design process progresses and more of the field variables are confirmed through survey and underground utility detections, etc., more accurate updates to this cost estimate can be developed.

Table 12 – Preliminary Opinion of Probable Construction Cost

Item	Quantity	Unit	Unit Cost	Item Cost
Maintenance of Traffic Residential Street	1,500	LF	$3	$4,500
Maintenance of Traffic Arterial Roadway (Shawnee	6,600	LF	$4	$26,400
Maintenance of FDOT Roadway (Congress Ave, Forest Hill Blvd)	13,900	LF	$6	$83,400
Record Drawings	12,600	LF	$3	$37,800
Construction Survey	12,600	LF	$3	$37,800
Preconstruction Video Taping	12,600	LF	$2.50	$31,500
Silt Fence	14,100	LF	$1.50	$21,150
4" DIP Push-On Joint Wastewater Force Main	9100	LF	$120	$1,092,000
6" DIP Push-On Joint Wastewater Force Main	2800	LF	$105	$294,000
4" HDPE Directional Drill Water Main/Reclaimed Water Main/Wastewater Force Main	500	LF	$50	$25,000
6" HDPE Directional Drill Water Main/Reclaimed Water Main/Wastewater Force Main	125	LF	$65	$8,125
4" DIP/PVC x HDPE Adapter	4	EA	$1,000	$4,000
6" DIP/PVC x HDPE Adapter	2	EA	$1,200	$2,400
4" Gate Valve & Valve Box	10	EA	$1,800	$18,000
6" Gate Valve & Valve Box	5	EA	$2,000	$10,000
4" Mechanical Joint Restraint for DIP	23	EA	$250	$5,750
6" Mechanical Joint Restraint for DIP	61	EA	$275	$116,775
Aerial Crossing Complete (4" Wastewater Force Main, 40' to 80' Long)	4	LS	$55,000	$220,000
Ductile Iron Fittings for Wastewater Force Main	2	Tons	$18,000	$36,000
Terminal Flushing Port	1	EA	$2,300	$2,300
In-Line Flushing Port	32	EA	$3,550	$113,600
2" Air Release Valve W/Manhole for Wastewater Main	2	EA	$14,000	$28,000
4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	7	EA	$8,000	$56,000
4" Sanitary Sewer Single Short Service Assembly	91	EA	$6,390	$581,490
Milling of Asphalt (1.5" - 2" thick)	10100	SY	$15	$151,500
Asphalt Overlay	550	Tons	$300	$165,000
Asphalt Roadway Removal and Restoration (2.5" thick)	5600	SY	$80	$448,000
Asphalt Roadway Restoration - Additional Thickness of 1" per SY	2000	SY	$20	$40,000
Floratam Sod	2000	SY	$10	$20,000
Concrete Sidewalk Removal & Restoration	3350	SY	$90	$301,500
Concrete Curb & Gutter Removal & Restoration	1800	LF	$70	$126,000
ADA Concrete Ramps per FDOT Index 304 (Include Ramp, Curb and Detectable Warning)	28	EA	$2,500	$70,000
Density Tests	200	EA	$75	$15,000
Proctor Tests	6	EA	$125	$750
Concrete 12"x6" Cylinder Tests	25	EA	$150	$3,750
Protect and Support and Utility Poles	87	EA	$3,000	$261,000

Remove & Replace Signs	40	EA	$300	$12,000
3" Single Line Stop (for PVC/DIP/CIP/AC)	1	EA	$5,400	$5,400
4" Single Line Stop (for PVC/DIP/CIP/AC)	2	EA	$6,300	$12,600
12" Single Line Stop (for PVC/DIP/CIP/AC)	1	EA	$15,000	$15,000
Lift Station Flow Meter	1	EA	$10,000	$10,000
			Subtotal	**$4,413,500**

General Conditions (3%)	*$133,000*
Mobilization, Bonds, and Insurance (3%)	*$133,000*
Subtotal:	$4,679,500
Profit (10%)	*$468,000*
Subtotal	*$5,147,500*
Contingency (30%)	$1,545,000
Subtotal Construction Cost	$6,692,500
Engineering Design and Construction Services (18%)	$1,205,000
Total Opinion of Probable Construction Cost	**$7,897,500**
Range (Low -20%):	**$6,320,000**
Range (High +35%):	**$10,700,000**

7.0 POTENTIAL PHASING OPTIONS

A potential initial phase of the project has been identified to meet initial project needs and stay within the project budget of $3 Million. Phase 1 of the project could consist of installation of the 4-inch force main along the east side of Congress Avenue from Forest Hill Boulevard to the south terminus of the existing 4-inch force main north of Summit Boulevard. A 4-inch force main could also be added along Shawnee Road east of Congress Avenue to connect to the new force main being installed for the Mint Eco car wash. The initial project work and the parcels that would have wastewater service availability after completion of the initial project are depicted in **Figure 9**. The other project elements would be required in the future to provide wastewater service to all parcels in the project area and to provide additional capacity for redevelopment of some existing parcels. For example, replacement of the 4-inch force main from LS 0235 heading west along Forrest Hill Boulevard with a new 6-inch force main to the LS 0173 wet well would be required to increase the conveyance system capacity if the parcels at the northwest corner of Congress Avenue and Forrest Hill Boulevard are redeveloped per the PCUM.

The OPCC of this work is estimated to be approximately $2.9 Million, based on installation by one of Palm Beach County's on-call contractors. The OPCC for this work is based on the unit prices included in the County contract 22-032 with a 11.3-percent contingency for cost items not included in the contract bid items and a 20-percent contingency for unforeseen conditions and project requirements that may arise during surveying, design, permitting and construction. The OPCC summary is provided in **Table 13**.

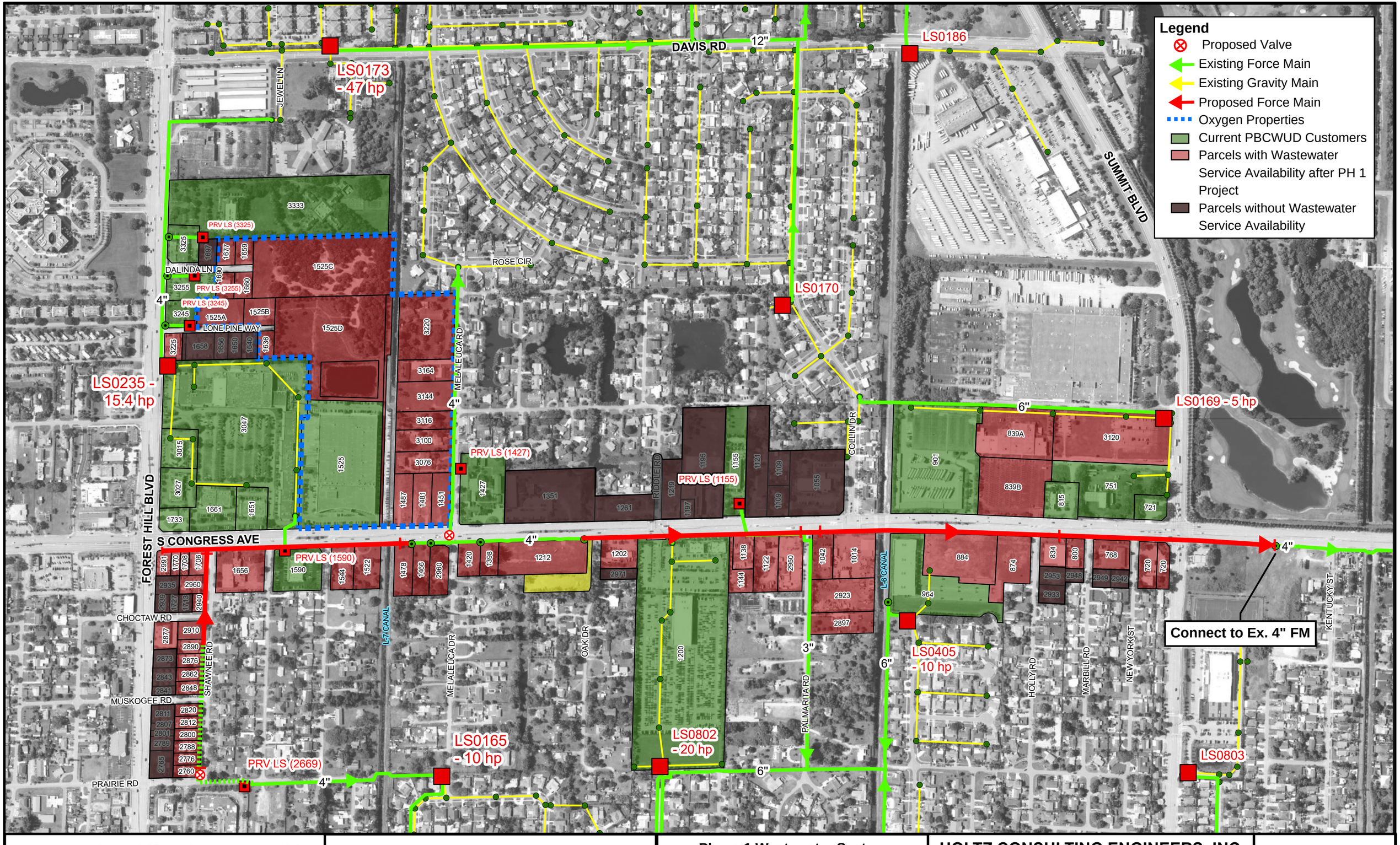
Legend
Proposed Valve
Existing Force Main
Existing Gravity Main
Proposed Force Main
Oxygen Properties
Current PBCWUD Customers
Parcels with Wastewater Service Availability after PH 1 Project
Parcels without Wastewater Service Availability
LS0173 - 47 hp
LS0186
LS0170
LS0235 - 15.4 hp
LS0169 - 5 hp
LS0165 - 10 hp
LS0802 - 20 hp
LS0405 - 10 hp
LS0803
DAVIS RD
12"
JEWELL LN
SUMMIT BLVD
ROSE CIR
PRV LS (3325)
PRV LS (3255)
PRV LS (3245)
LONE PINE WAY
DALINDA LN
MELALEUCA RD
PRV LS (1427)
RIDDLE RD
PRV LS (1155)
COLLIN DR
6"
4"
3"
S CONGRESS AVE
FOREST HILL BLVD
PRV LS (1590)
L-7 CANAL
OAK DR
PALMARITA RD
L-6 CANAL
HOLLY RD
MARBILL RD
NEW YORK ST
KENTUCKY ST
Connect to Ex. 4" FM
CHOCTAW RD
SHAWNEE RD
MUSKOGEE RD
PRV LS (2669)
PRAIRIE RD
0 0.05 0.1 0.2
Village of Palm Springs
Congress Ave Force Main
Phase 1 Wastewater System Improvements and Wastewater Service Availability
HOLTZ CONSULTING ENGINEERS, INC.
270 S. CENTRAL BLVD, SUITE 207
JUPITER, FLORIDA 34994
PH. (772) 919-4905
FIG 9

Table 13 – Potential Phase 1, Preliminary Opinion of Probable Construction Cost

Item	Quantity	Unit	Unit Cost	Item Cost
Maintenance of Traffic Residential Street	0	LF	$3.00	$0
Maintenance of Traffic Arterial Roadway (Shawnee	2,750	LF	$4.00	$11,000
Maintenance of FDOT Roadway (Congress Ave, Forest Hill Blvd)	8,000	LF	$6.00	$48,000
Record Drawings	6,000	LF	$3.00	$18,000
Construction Survey	6,000	LF	$3.00	$18,000
Preconstruction Video Taping	6,000	LF	$2.50	$15,000
Silt Fence	5,500	LF	$1.50	$8,250
4" DIP Push-On Joint Wastewater Force Main	5600	LF	$120.00	$672,000
6" DIP Push-On Joint Wastewater Force Main	0	LF	$105.00	$0
4" HDPE Directional Drill Water Main/Reclaimed Water Main/Wastewater Force Main	350	LF	$50.00	$17,500
6" HDPE Directional Drill Water Main/Reclaimed Water Main/Wastewater Force Main	0	LF	$65.00	$0
4" DIP/PVC x HDPE Adapter	2	EA	$1,000.00	$2,000
6" DIP/PVC x HDPE Adapter	0	EA	$1,200.00	$0
4" Gate Valve & Valve Box	12	EA	$1,800.00	$21,600
6" Gate Valve & Valve Box	0	EA	$2,000.00	$0
4" Mechanical Joint Restraint for DIP	42	EA	$250.00	$10,500
6" Mechanical Joint Restraint for DIP	0	EA	$275.00	$0
Restrain existing 4" PVC Pressure Pipe	4	EA	$1,750.00	$7,000
Restrain existing 6" PVC Pressure Pipe	0	EA	$2,000.00	$0
Aerial Crossing Complete (4" Wastewater Force Main, 40' to 80' Long)	3	LS	$55,000.00	$165,000
Canal Bank Grade and Place Rip-Rap Revetment	3	EA	$3,000.00	$9,000
Ductile Iron Fittings for Wastewater Force Main	1	Tons	$18,000.00	$18,000
Terminal Flushing Port	1	EA	Included in Additional Work Item	-
In-Line Flushing Port	13	EA	Included in Additional Work Item	-
2" Air Release Valve W/Manhole for Wastewater Main	1	EA	$14,000.00	$14,000
4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	6	EA	$8,000.00	$48,000
4" Sanitary Sewer Single Short Service Assembly	26	EA	Included in Additional Work Item	-
Milling of Asphalt (1.5" - 2" thick)	5800	SY	$15.00	$87,000
Asphalt Overlay	320	Tons	$300.00	$96,000
Asphalt Roadway Removal and Restoration (2.5" thick)	1770	SY	$80.00	$141,600
Asphalt Roadway Restoration - Additional Thickness of 1" per SY	1933	SY	$20.00	$38,660
Bahia Sod	0	SY	$8.00	$0
Floratam Sod	1000	SY	$10.00	$10,000

Concrete Sidewalk Removal & Restoration	1400	SY	$90.00	$126,000
Concrete Curb & Gutter Removal & Restoration	1250	LF	$70.00	$87,500
ADA Concrete Ramps per FDOT Index 304 (Include Ramp, Curb and Detectable Warning)	20	EA	$2,500.00	$50,000
Density Tests	75	EA	$75.00	$65,625
Proctor Tests	6	EA	$125.00	$750
Concrete 12"x6" Cylinder Tests	25	EA	$150.00	$3,750
Protect and Support and Utility Poles	40	EA	$3,000.00	$120,000
Remove & Replace Signs	21	EA	$300.00	$6,300
4" Single Line Stop (for PVC/DIP/CIP/AC)	4	EA	$6,300.00	$25,200
12" Single Line Stop (for PVC/DIP/CIP/AC)	0	EA	$15,000.00	$0
Lift Station Flow Meter and Installation	0	LS	$10,000.00	$0
6' DIP Emergency By-Pass Pipe Assembly	1	LS		$0
		Subtotal		**$1,901,200**

Additional Work not included in Bid Items (11.3%)	*$214,590*
Mobilization (2.5%)	*$47,530*
Demobilization (1%)	*$19,012*
Subtotal:	***$2,182,332***
Contingency (20%)	*$436,467*
Subtotal Construction Cost:	***$2,618,799***
Engineering Design and Construction Services (18%)	*$471,384*
Total Opinion of Probable Construction Cost	***$2,875,593***
Range (Low -20%)	**$2,300,000**
Range (High +35%):	**$3,900,000**

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Administration

ITEM #6: Work Authorization No. HE-CRA2 - Congress Avenue Sanitary Sewer Force Main Project - Task Order No. 305 (FY24 Budget funded - CRA / ARPA Funded) - Holtz Consulting Engineers

SUMMARY: The Palm Springs Community Redevelopment Agency (CRA) is requesting approval of Work Authorization HE-CRA2 with Holtz Consulting Engineers (Holtz) for professional engineering services related to the final design and construction oversight of the Congress Avenue Sanitary Sewer project (Task Order #305).

The proposed project is a partnership with Palm Beach County to facilitate redevelopment in the Congress Avenue District of the CRA. The lack of sanitary sewer was outlined in the Finding of Necessity Report for the CRA as one of the factors contributing to blight in the area, and limiting redevelopment potential. The CRA Community Redevelopment Plan identifies the sanitary sewer project as a priority for the corridor.

Upon execution of the Interlocal Agreement with Palm Beach County pertaining to the shared funding of the sanitary sewer force main effort, Holtz will proceed with the coordination of surveying and geotechnical investigations necessary to finalize the construction plans, which are based on a Basis of Design Report completed in August 2023. It is estimated that the finalization of construction plans, based on the BODR concept design, will take approximately six (6) months from the date surveying is complete, and construction is estimated to take approximately sixteen (16) months following the Notice to Proceed.

Note: The Village/CRA will utilize County contractors familiar with PBCWUD construction standards via piggyback agreement).

The Village Council is requested to approve Work Authorization HE-CRA2 (Task Order No. 305) to support all required professional engineering services and related tasks to the final design and construction of the sanitary sewer project, for a total of $420,270 over an estimated 26.5-month period.

The proposed Work Authorization HE-CRA2 was prepared by Holtz Consulting Engineers and reviewed by the Assistant Village Manager, Project Manager, and the Palm Beach County Water Utility Department Director.

FISCAL IMPACT:
The Village/CRA has budgeted $1.5 million for its portion of the project costs for Phase 1, utilizing the general fund balance after the allocation of ARPA funds to other general services. 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 agreement.

ATTACHMENTS:

1. Proposed Work Authorization HE-CRA2 - Congress Avenue Sanitary Sewer Force Main Project
2. Executed Professional Consulting Services Agreement - Holtz Consulting

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 11/28/2023 VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. HE-U15 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _305_ G/L CODE: _____15552-53400_____

HOLTZ CONSULTING ENGINEERS, INC. PROJECT NO.: _____

PROJECT TITLE: Congress Ave Force Main Project

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 HOLTZ CONSULTING ENGINEERS, INC ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project will include engineering services for the design, permitting, surveying, bidding, and engineering construction services required to construct approximately 5,600 linear feet of 4" force main along the east side of S Congress Ave., from Forest Hill Blvd. to north of Summit Blvd.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

TASK 1 – SUBSURFACE UTILITY LOCATING

Subtask 1.1 Sunshine One Call and Underground Utility Locates

Under this task, the CONSULTANT shall call in a Sunshine One Call Design Ticket and contact utility companies listed on the design ticket that may have underground or aboveground service lines, utilities, easements, or structures within or adjacent to the project limits. CONSULTANT will request location, alignment, size, diameter, material, and depth of cover of existing facilities in order to avoid conflicts with proposed improvements. If record drawings are not available, CONSULTANT will request that the utility mark and provide the best available information on a plan view sheet. CONSULTANT shall provide subsurface utility locating services, provided by Underdog Utility Detection LLC, for key existing buried utilities within rights-of-way along Congress Ave utilizing ground penetrating radar (GPR) to obtain approximate location for the existing buried utilities to identify potential design conflicts and aid in the protection of these existing facilities during construction. These underground utility markings will be captured by the surveyor under Task 2 and depicted on the survey and design drawings.

Subtask 1.2 Soft and Hard Digs

CONSULTANT will provide services to conduct excavations for five (5) soft and fifteen (15) hard digs, provided by Underdog Utility Detection LLC, to obtain depth, diameter, and material of existing utilities along the proposed pipeline route, to confirm the location of the force main connection points and identify and locate other potential utility conflicts.

TASK 2 – SURVEYING SERVICES

Under this task, CONSULTANT shall obtain a topographic survey, provided by Dennis J. Leavy & Associates, Inc., of the proposed force main route (approximately 5,600 linear feet) along Congress Ave, depicting the horizontal location and vertical location of facilities and surface features. The limits of the survey will be from the centerline of Congress Ave. heading east extending 15 feet outside of the east right-of-way of Congress Ave, from the north side of the intersection of Forest Hill Blvd., heading north to the south side of the LWDD L-5 canal. The following will also be included as part of the survey efforts for this project:

- Obtain horizontal and vertical control for this project utilizing Florida State Plane 83/90 adjustment for Horizontal Datum and North American Vertical Datum of 1988 (NAVD 88) for vertical control.

- Location of visible fixed improvements within the proposed force main route, depicting the horizontal location and vertical location of facilities such as structures, vaults, piping, control panels, fences, power poles, buildings, etc. Elevations shall be obtained at 100-foot stations to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.

- Location of above ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers. Including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.

- Provide and reference site benchmarks. Elevations to be referenced to an existing established Village or County Benchmark.

- Locate utilities marked in the field with paint or flags and incorporate them into the survey file.

- No Title Search is anticipated to be needed and is therefore not included herein.

- Canal cross-sections are to be provided for each canal within the project area. A minimum of two (2) canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label, and dimension at least: channel bottom width and elevation, location and elevation of each top-of-slope and each top-of-bank, existing canal right-of-way lines, existing land lines, property lines of subject parcel, all easements within the limits of the canal cross-section, and existing ground elevations to a point 25 feet outside of the existing canal right-of-way lines on each side of the canal, including all relevant features.

TASK 3 – GEOTECHNICAL INVESTIGATION

Under this task, CONSULTANT shall perform subsurface explorations and geotechnical studies, performed by Tierra South Florida, Inc., to obtain subsurface soil information necessary for the proper design of the force main and for potential bidders' use in determining installation methods. The work includes four (4) Standard Penetration Tests (SPT) to a depth of 50 feet in the vicinity of the proposed force main route and canal crossings. Two (2) SPTs will be performed at the location of the aerial crossing of the L-6 canal (one on each side), and two (2) SPTs will be performed at the location of the HDD of Summit Blvd. (one on each side). Two (2) SPTs previously performed in 2016 by Tierra South Florida, Inc. at the location of the aerial crossing of the L-7 canal (one on each side) will be reused for the aerial crossing design. The borings will be performed in general accordance with procedures recommended in the American Society for Testing and Materials (ASTM) D-1586, using a truck-mounted drilling rig. A geotechnical report with a site plan showing the locations of the borings, logs of the exploratory borings, results from SPT samples, identification of organics, and anticipated groundwater levels will be made available to potential bidders for informational purposes only.

TASK 4 – ENGINEERING DESIGN SERVICES

Under this task, CONSULTANT shall prepare detailed drawings and specifications for the design of new force main piping, valves, connection to existing force main, canal crossings, site work, and restoration for the proposed project suitable for permitting, pricing by PBCWUD continuing construction contractor(s) and construction of the work. The design will consist of approximately 28-30 design drawing sheets. The drawings will include PBCWUD's standard details and will be supplemented with the CONSULTANT's standard details as required. CONSULTANT shall provide structural design details, provided by Wantman Group, Inc., for aerial crossings of water bodies including canal cross sections. CONSULTANT shall conduct pre-submittal meetings with LWDD and FDOT prior to submitting 60% design plans. CONSULTANT shall attend a review meeting with the VILLAGE/PBCWUD following the submission of 60%, 90%, and final design plans and ensure all comments are incorporated in subsequent designs. This task also includes attendance at three (3) review meetings, and technical support to VILLAGE staff and/or the VILLAGE's public relations consultant who will provide public outreach for the project. CONSULTANT will provide cost estimates with the 60-percent and final design submittals based on the prices included in the PBCWUD Continuing Construction Contracts.

This drawing package is anticipated to have approximately 28-30 engineering plan sheets. The drawings will generally include:

- Cover Sheet
- Sheet Index
- Location Map Sheet
- Legend Sheet
- General Notes Sheet
- Twelve (12) Force Main Plan & Profile Sheets at 1" = 20' scale
- One (1) Plan & Profile Sheets for HDD
- Up to eight (8) Structural Plan & Profile and Detail Sheets for Canal Aerial Crossings
- Up to six (6) PBCWUD's standard detail sheets supplemented by two (2) additional Civil Detail Sheet, as necessary.

TASK 5 – PERMITTING SERVICES

Subtask 5.1 Permit Submittal Applications

Under this task, CONSULTANT shall prepare permit applications for construction of the project and submit to the following agencies listed below. Permit fees will be paid by the CONSULTANT on behalf of the Village and reimbursed via task pay line item "Permit Fees Allowance".

- Lake Worth Drainage District (LWDD) Rights-of-Way Permit
- Palm Beach County Health Department (PBCHD)
- Palm Beach County Land Development Division
- Florida Department of Transportation (FDOT)

Subtask 5.2 Agency Coordination and RAI Response

Under this task, CONSULTANT will coordinate with the permitting agency during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments. HCE will respond to Requests for Additional Information (RAI) during the permitting process. It is anticipated that no more than two (2) RAI's will be issued by each of the permitting agencies. CONSULTANT will track permit expiration date and extend as necessary to ensure permits remain active throughout the project duration.

TASK 6 – PROCUREMENT SERVICES

It is assumed that the work will be performed by one of the County's Continuing Construction Contractors with no public advertisement for bids or conventional bidding services. Under this task, CONSULTANT will perform the following activities:

- Conduct a pre-proposal meeting with the continuing construction Contractor.

- Respond to questions from the Contractor.

- Evaluate the priced proposal and construction schedule from the PBCWUD Continuing Construction Contractor and prepare comments for discussion. Review revised proposal to ensure comments have been addressed and provide a Recommendation of Award.

- It is assumed that the Work Order will be issued by PBCWUD.

- Prepare Final Contract Documents for use by the Engineer, Contractor, and Owner during construction of the work, including signed and sealed construction drawings, permits, reports, and electronic files.

- Conduct a preconstruction meeting with the Contractor including preparing a meeting agenda and minutes.

- Prepare Contractor's Notice to Proceed to be issued to the Contractor within 90 days of contract award.

TASK 7 – SERVICES DURING CONSTRUCTION

Subtask 7.1 General Construction Services

It is assumed that this project will be constructed by one of the County's Continuing Construction Contractors. Under this task, CONSULTANT will perform the following activities:

- Administer the VILLAGE'S Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract. We assume a 16-month total construction contract period with 12 months of active construction.

- Direct the preconstruction meeting with the VILLAGE, PBCWUD, Contractor, and other interested parties and prepare meeting agenda and minutes.

- Review and comment on submittals and shop drawings submitted by the Contractor (Assume 20 submittals).

- Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to RFI's (Assume 40 RFI's).

- Review and make the recommendations necessary for the approval or rejection (with comments) of the Contractor's monthly payment applications (Assumes 16 pay applications).

- Conduct monthly progress meetings with the VILLAGE, PBCWUD, and Contractor. Prepare and distribute meeting minutes to all attendees (Assume 12 meetings).

- Provide technical information to support the Village and their consultant's public outreach.

- Engineer's periodic site visits (Assume 3 hours per week) to review the work and coordinate with the VILLAGE, PBCWUD, the Contractor, permitting agencies and the inspector.

- General inspection services (Assume 12 hours per week) to review construction progress and compliance with design, contract documents, and permit requirements.

- Review and provide recommendation for Change Orders (Assume 10 at 3 hours each).

- Review Record Drawings submitted with each Pay Request and at completion of the project. Assume record drawing submittals with 12 pay requests and a final record drawing submittal (for a total of 13 submittals).

- Close out all permits as required. Permit fees will be paid by the CONSULTANT on behalf of the VILLAGE.

- Substantial Completion inspection and development of a punch list of deficiencies required to be addressed prior to final payment.

- Final project walkthrough to confirm completion of all punchlist items and prepare final documentation for Contract close-out.

Subtask 7.2 General Inspections During Construction

Under this task, CONSULTANT shall make general site inspections of the work such as concrete work, buried piping and valving, sitework, etc. This task includes periodic visits to the site to evaluate the Contractor's compliance with Contract Documents to monitor progress. It is assumed that CONSULTANT will provide a part-time inspector for an average of 12 hours per week during the 12-month active construction period as needed based on the construction activities during that week. Each periodic site visit is anticipated to be between 2-3 hours each. CONSULTANT will verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The CONSULTANT will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.

CONSULTANT will verify that the work items identified on the substantial completion punch list are addressed and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. CONSULTANT will ensure the final punch list is satisfactorily completed prior to approval of the Contractor's Final Payment Request.

III. DELIVERABLES

Task 1 – Subsurface Utility Locating – Deliverables:

1. Information obtained from underground utility locating will be depicted on the survey deliverable provided under Task 2.

Task 2 – Surveying Services – Deliverables:

1. PDF copy of Topographic Survey.

Task 3 – Geotechnical Investigation – Deliverables:

1. One PDF file and one hard copy of signed and sealed geotechnical report.

Task 4 – Engineering Design Services – Deliverables:

1. One PDF copy of the 60% plans and specifications and 60% cost estimate. Structural design will be included in the 90% submittal.

2. One PDF copy of the 90% plans and specifications incorporating the Village/PBCWUD comments on the 60% submittal and 90% cost estimate.

3. Two signed-and-sealed hard copies and one PDF copy of the 100% plans incorporating the Village/PBCWUD comments on the 90% submittal and final cost estimate.

Task 5 – Permitting Services – Deliverables:

1. One Draft PDF copy of each permit application for VILLAGE review.

2. One PDF copy of each permit received.

3. Permit tracking spreadsheet indicating permit application submissions, RAIs, and permit approval and expiration dates.

Task 6 – Procurement Services – Deliverables:

1. One hard copy and one PDF copy of written recommendation for award of the contract.

2. One PDF copy of Copy of Notice to Proceed.

3. Two hard copies of the executed Contract Documents (Drawings, permits, reports, electronic files in CAD and pdf format).

Task 7 – Services During Construction – Deliverables:

1. One PDF copy of all Contractor Submittals.

2. One PDF copy and two hard copies of Contractor Pay Requests with recommendation for payment.

3. One PDF copy of all meeting minutes.

4. One PDF copy of the Substantial Completion Punchlist.

5. One PDF copy of the Certificate of Substantial Completion.

6. Permit Close-out Documents.

7. Change Order review and recommendations.

IV. SCHEDULE

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

Table 1
Schedule*

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 1. Subsurface Utility Locating	30 Days	30 Days
Task 2. Surveying Services	90 Days	120 Days
Task 3. Geotechnical Investigation	30 Days	120 Days

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 4. Engineering Design Services	180 Days from Completion of Task 2	300 Days
Task 5. Permitting Services	Applications Submitted with 90% Plans	300 Days
Task 6. Procurement Services	30 Days	330 Days
Task 7. Services During Construction	16 Months	810 Days

* The schedule is based upon conducting a review meeting within 7 calendar days after the Village/PBCWUD receives the design submittal. All review comments shall be provided to CONSULTANT within 7 calendar days after the Village/PBCWUD 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. Schedule assumes permits will be issued within 60 days.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of $420,270 in accordance with our approved billing rates with an estimate of costs by task provided in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
1. Subsurface Utility Locating	$25,210
2. Surveying Services	$48,950
3. Geotechnical Investigation	$13,345
4. Engineering Design Services	$118,310
5. Permitting Services	$20,440
5b. Permit Fees Allowance	$10,000
6. Procurement Services	$3,935
7. Services During Construction	$180,080
TOTAL	**$420,270**

VI. ASSUMPTIONS

1. All permit fees will be paid by the CONSULTANT on behalf of the Village.

2. The VILLAGE/PBCWUD shall provide available record drawings for the existing utilities in the project area.

3. CONSULTANT will use its best knowledge and efforts in good faith to prepare an Engineer's Opinion of Probable Construction Costs (EOPCC) based on the PBCWUD pipeline Continuing Construction Contract, but CONSULTANT has no control over or responsibility for the cost of materials or labor for the Construction Contractor, of market conditions, or of the Construction Contractor's means, methods, sequences, scheduling, and techniques of construction, and thus cannot be responsible for any deviations and differences, however significant, of the construction bids of the Construction Contractors from the CONSULTANT's EOPCC.

4. The CONSULTANT shall not be responsible for the Contractor's schedule or failures to carry out the Work in accordance with the Contract Documents. The CONSULTANT shall not have control over or charge of the acts or omissions of the Contractor or its subcontractors, suppliers, agents, employees, or any other persons performing portions of the work.

5. Unless otherwise specifically required by this contract or through purchase orders, the CONSULTANT shall not have any responsibility for the discovery, presence, handling, removal or disposal, or exposure of persons to any hazardous or toxic substance of any form at the project site during construction.

6. It is assumed that this project will be constructed by one of the County's latest pipeline Continuing Construction Contractors with no public bidding or bidding and contract documents required.

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 HOLTZ CONSULTING ENGINEERS, INC ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

HOLTZ CONSULTING ENGINEERS, INC.

By: _____

Print Name: Stephen Fowler, PE, CGC

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and

legality By: ____

(Required if over $25,000)

Attachment A: Village of Palm Springs Congress Ave FM Design

Task	Item	Principal	Senior Project Manager	Project Engineer (PE)	Senior Designer	Construction Manager	Administrative Assistant	Subconsultant	Item Cost	Task Cost
	Rate	$190	$170	$120	$110	$135	$70	--		
Task	**Item**	Hours						Fees		
1. Subsurface Utility Locating	GPR Utility Locates & Sunshine One Call	1	1	6			1	$12,000.00	$13,150.00	$25,210.00
	Soft and Hard Digs		1	6			1	$11,100.00	$12,060.00	
2. Topographic Survey	Surveying Services	1	2	8	4		2	$46,880.00	$48,950.00	$48,950.00
3. Geotechnical Investigation	Standard Penetration Tests/Soil Borings	1	2	4			2	$12,195.00	$13,345.00	$13,345.00
4. Engineering Design Services	Prepare Agenda, Attend Kickoff Meeting, Prepare Minutes	2	2	6					$1,440.00	$118,310.00
	Site Visits (3 Visits @ 4 hours each)		12	12					$3,480.00	
	Structural Design of Aerial Crossings	1	2	8				$25,000.00	$26,490.00	
	60% Drawings and Specifications	24	40	80	80		8		$30,320.00	
	60% Cost Estimate	6	16	24	2				$6,960.00	
	90% Drawings and Specifications	16	28	60	60		6		$22,020.00	
	90% Cost Estimate	4	8	16	2				$4,260.00	
	100% Drawings and Specifications	12	24	40	40		4		$15,840.00	
	100% Cost Estimate	2	6	12	2				$3,060.00	
	Attendance of Public Outreach Meetings (Assume 2)	4	4	4					$1,920.00	
	Progress Review Meetings and Review Comments (3 total)	3	3	12					$2,520.00	
5. Permitting Services	Lake Worth Drainage District Permitting	2	10	16	2				$4,220.00	$20,440.00
	Agency Coordination and RAI Response (Assume 2)		2	2					$580.00	
	PBC Health Department Permitting	2	8	16	2				$3,880.00	
	Agency Coordination and RAI Response (Assume 2)		2	2					$580.00	
	PBC Land Development Division Permitting	2	8	16	2				$3,880.00	
	Agency Coordination and RAI Response (Assume 2)		2	2					$580.00	
	Florida Department of Transportation Permitting	2	8	16	2				$3,880.00	
	Agency Coordination and RAI Response (Assume 2)		2	2					$580.00	
	Permit Extension/Renewal (Assume 4 at 2 hours each)			8					$960.00	
	Permit Closeout		2	8					$1,300.00	
5b. Permit Fees	Permit Fees Allowance							$10,000.00	$10,000.00	$10,000.00
6. Procurement Services	Conduct a Pre-Proposal Meeting with Continuing Construction Contractor	2	2	2					$960.00	$3,935.00
	Respond to Questions from Continuing Construction Contractor		2	4					$820.00	
	Evaluate Proposal and Prepare a Recommendation of Award	1		4					$670.00	
	Prepare Final Contract Documents	1	2	4			2		$1,150.00	
	Prepare Contractor's Notice to Proceed	0.5		2					$335.00	
7. Services During Construction	Preconstruction Meeting with Agenda and Minutes	2	2	6		2			$1,710.00	$180,080.00
	Review of Contractor Submittals (Assume 20)	5	60	80					$20,750.00	
	Review Contractor Pay Requests (Assume 16)	8	16	32		32			$12,400.00	
	Review of Record Drawings (Assume 13)	6	13	26		26			$9,980.00	
	Respond to RFIs (Assume 40 at 2 hours each)			60		20			$9,900.00	
	Review and Prepare Change Orders (Assume 10 at 3 hours each)	4	8	12		4	2		$4,240.00	
	Monthly Progress Meetings with Agendas and Minutes (Assume 12)	12	12	24		24			$10,440.00	
	Engineering Site Visits (52 weeks at average of 3 hours per week)		52	104					$21,320.00	
	General Inspections (Assume 12 months active construction and average of 12 hours per week)					624			$84,240.00	
	Substantial Completion Walkthrough Inspection			4		4			$1,020.00	
	Final Walkthrough and Punchlist Completion		4	4		4			$1,700.00	
	Contract Closeout	2	4	8	2		2		$2,380.00	
		128.5	372	762	200	740	30	Subconsultant $117,175.00 HCE $303,095.00	**Total Engineering Fee**	**$420,270.00**

Underdog Utility Detection LLC.

Underdog Utility Detection LLC. is a private and public utility consulting company that specializes in locating underground utilities and sub surface structures. Due to the nature of underground utility locating, Underdog and other utility locating firms have always disclaimed liability for any damages arising out of or relating to their services.

- Customer is always responsible to call 811 for locates of public utilities.
- Customer is advised and aware that limitations exist in locating non-metallic materials and utilities without traceable wire attached (materials such as but not limited to: Plastic/poly, Fiberglass, Fiberoptic).
- Estimate **DOES NOT** include the use of any push/pull, or Robotic camera systems
- Estimate is based upon all discoveries to be marked using water-based paint, if this is an issue, it must be brought to the attention of Underdog during scheduling to make other suitable marking arrangements.
- Estimate based on having access to any, but not limited to: electrical, communication, mechanical, pump rooms. Also to include but not limited to: any utility plants, chiller towers, lift stations, oxygen/gas farms, or locked fences.
- Any site-specific/onsite training, security/safety procedures, or additional time required onsite beyond estimate, shall be a billable charge up to and exceeding this estimate.
- Any and All Blueprints, As Builds, or any other recorded drawings must be provided to Underdog before work is to begin.
- Any and All Survey work is to be done by others.
- Underdog is **NOT** responsible for maintaining marks after completion.
- In the event of rain or poor weather or site conditions, if the client request the crew to show up, the client will be responsible for the minimum charge, whether or not work is performed.
- Due to variances in equipment, soil, and site conditions, any depths if provided are to be considered estimated depths. **NO** guarantee shall made on any depths provided, whether electronically or GPR (Ground Penetrating Radar) obtained.
- A 50% down payment will be obtained upon agreement of terms, with remainder paid within 30 days of completion of Underdogs services.

Signature:_____**Print Name**:_____

Company:_____ **Position**:_____

Underdog Utility Detection LLC.

3524 Lone Pine Road
Delray Beach Fl 33445

Estimate

Date	Estimate #
10/31/2023	880

Name / Address
Holtz Consulting 270 Central Blvd Jupiter FL. 33458

Project
Congress FM Replace

Description	Qty	Cost	Total
Locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar. 4Hr Min.	60	200.00	12,000.00
Pot hole excavation on hard surfaces.	15	500.00	7,500.00
Pot hole excavation on soft surfaces.	5	400.00	2,000.00
Locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar for pin pointing of utility prior to digging. 4Hr Min.	8	200.00	1,600.00

Total $23,100.00

Customer Signature _____

DENNIS J. LEAVY & ASSOCIATES, INC
Land Surveyors • Mappers

Revised: November 20, 2023
November 10, 2023

via Email: stephen.fowler@holtzconsulting.com
Holtz Consulting Engineers, Inc.
Mr. Stephen Fowler, P.E.
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

RE: PROFESSIONAL LAND SURVEYING SERVICES – CONGRESS AVENUE FORCE MAIN PROJECT, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

Mr. Fowler:

In response to your request for professional land surveying services, we are pleased to offer the following tasks and their respective fees.

I. TOPOGRAPHIC SURVEY:

A. Obtain horizontal and vertical control utilizing Florida state plane 83/90 adjustment Horizontal Datum and NAVD 88 Vertical Datum.

B. Prepare a Topographic Survey as defined in Rule 5J-17.050 of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers. In particular, the survey will depict the following information:

1. Topography at major ground elevation changes to depict existing ground profile at proposed project area (centerline of right-of-way of Congress Avenue heading east extending 15 feet outside of the east right-of-way of Congress Avenue, from the north side of the intersection of Forest Hill Boulevard, heading north to the south side of the LWDD L-5 Canal, including 30 feet outside of the east right-of-way of Congress Avenue on the intersecting side streets), which shall include the following:

   a. Location of visible fixed improvements within the proposed project limits/right-of-way, including physical objects, drainage swales, native trees, signs, fences and power poles.

   b. Location of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers, including invert elevations, pipe size, type and direction for storm and sanitary infrastructure and the location of the underground utility locates as marked in the field by others.

   c. Elevations shall be obtained at 100 foot stations to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.

d. Obtain two (2) canal cross sections within each of the existing canal rights-of-way and extending 35 feet outside of the right-of-way at the LWDD L-6 and L-7 Canals. One cross section along the east side of the existing bridge and one to the east of the bridge 25 foot downstream. Cross sections will be depicted in both plan and profile view at a scale to be determined at a later date.

e. Provide and reference benchmarks. Elevations to be referenced to an existing established City or County Benchmark.

2. Provide a .pdf file digitally signed and sealed by a registered land surveyor at 1" = 20' scale and a computer disk with survey and drawing information compatible with AutoCAD Civil 3D Version 2023. The survey will be delivered in two phases, with the milestone point being at the approximate mid-point along Congress Avenue near 1180 S. Congress Avenue.

FEE FOR THE ABOVE SERVICES:.....$46,880.00

It is the contractors/owners responsibility to review the scope of services proposed within this contract to insure that the services required to successfully complete this project will be provided.

The following statement is required by the State of Florida Statutes:

PURSUANT TO SECTION 558.0035 0F THE FLORIDA STATUTES, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT OF DENNIS J. LEAVY & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

The above fees are subject to the following conditions:

1. This Proposal is **valid for ninety (90) calendar days** from the date which first appears on this Proposal. DJLA reserves the right to review and modify the fee(s) and/or time schedule(s) stated in this Proposal.

2. Any services not included in this Proposal will be considered Additional Services. Additional Services will be provided at the hourly rates in effect at the time the services are requested, plus reimbursable expenses or for an agreed upon lump sum fee.

These fees do not include the cost of any governmental agency submittal fee or hard costs for printing, reproductions or fees for full-time construction supervision. Representation before public bodies, review agencies, etc. will be done at applicable hourly rates. This includes, but is not limited to, any administrative processing that may be required for submittal to the various municipal and county agencies. Payment is due upon receipt of the invoice and will be considered delinquent if payment is not received within thirty (30) business days of the date of said invoice. A late payment finance charge will be assessed at the rate of 1.5% per month if payment is not received within thirty (30) business days of the invoice date.

The obligation to provide services under this Proposal may be terminated by either party upon receipt of written notice within seven (7) business days in the event of a substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of termination, Dennis J. Leavy & Associates, Inc. shall be paid for all services rendered to the date of termination including all reimbursable expenses and termination expenses. Liability of this contact is limited to not exceed the fees stated herein. Revisions and/or additional services required outside of this Proposal will be invoiced as an addendum to this Proposal. Fees for revisions and/or additional services will be invoiced based on our current hourly/unit rates.

This Proposal, consisting of four (4) pages, represents the entire understanding between **Dennis J. Leavy & Associates, Inc.** and **Holtz Consulting Engineers, Inc.**, with respect to the project and may only be modified in writing, signed by all parties.

Thank you in giving us the opportunity to bid this project. We hope to hear from you shortly. If the terms and conditions contained herein are acceptable, please sign and return a copy of this Proposal to our office.

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,,

DENNIS J. LEAVY & ASSOCIATES, INC.

David A. Bower

David A. Bower, P.S.M.
President

ACCEPTANCE OF PROPOSAL: The fees, terms and conditions, and specifications contained herein are satisfactory and are hereby accepted. Dennis J. Leavy & Associates, Incorporated is authorized to perform the work as specified.

RE: PROFESSIONAL LAND SURVEYING SERVICES – CONGRESS AVENUE FORCE MAIN PROJECT, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

PROPOSAL ACCEPTED BY:

_____
Name and Title

_____
Firm Name

_____
Date of Acceptance

[By executing this Proposal, I represent that I am a duly authorized representative of the Company named above and have full power and authority to approve this Proposal].

The following statement is required by the State of Florida Statutes.

PURSUANT TO SECTION 558.0035 0F THE FLORIDA STATUTES, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT OF DENNIS J. LEAVY & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

October 25, 2023

Holtz Consulting Engineers, Inc.
270 South Central Blvd., Suite 207
Jupiter, FL 33458
Attn: Mr. Stephen Fowler, P.E., CGC
email: Stephen.Fowler@HoltzConsulting.com

RE: **Proposal for Geotechnical Services**
Congress Ave FM
Village of Palm Springs, Florida
TSFGeo Proposal No.: 2310-714

Dear Stephen:

As requested, **TIERRA SOUTH FLORIDA, INC. (TSFGeo)** is pleased to submit this proposal for the above-referenced project. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

All work performed by TSFGeo will be in general accordance with PBC standards. We understand that new force main aerial crossing will be installed along the roadway section noted in Village of Palm Springs, Florida. As requested, TSFGeo will perform four (4) Standard Penetration Test (SPT) boring to a depth of 50 feet. (Note – Boring locations to be provided at a later date.)

Boring locations will be approximately located and noted in the field by our personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from topographic plans if furnished by others. Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSFGeo will recommend a utility line locating service upon request.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, evaluation, and recommendations for force main construction, and a discussion of some construction considerations.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule. On the basis of the proposed quantities, it is estimated that the total fee will be approximately as noted below:

FIELD INVESTIGATION, LAB TESTING & COORDINATI	**$7,855.00**
ENGINEERING AND TECHNICAL SERVICES	**$4,340.00**
TRAFFIC CONTROL -MOT	**$0.00**
	$12,195.00

Our estimate covers the work needed to present our findings in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

It is anticipated that borings will be located on the shoulders, and Maintenance of Traffic (MOT) will note be required.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within a few days of project approval (weather permitting and utility clearance). The fieldwork is expected to take about one to two days to complete. The written report can typically be submitted within two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,
TSFGeo

Harmon C. Bennett, P.E.
Principal Engineer

Raj Krishnasamy, P.E.
President

Attachments:
General Conditions
Fee Estimate
Site Location Plan

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :

TSFGeo's General Conditions

1. **SCOPE OF WORK**: Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. **RIGHT-OF-ENTRY -**The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

3. **DAMAGE TO EXISTING MAN-MADE OBJECTS -**The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.

4. **IN-PLACE MATERIALS TESTING -** TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

5. **SAMPLE RETENTION -** TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization**.**

6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) -** The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

   6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

7. **STANDARD OF CARE -**Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

   7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.

8. **ORAL AGREEMENTS -**No oral agreement, guarantee, promise, representation or warranty shall be binding.

9. **OWNERSHIP OF DOCUMENTS -**All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.

10. **BASIS OF PAYMENT -**Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

    10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

    10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.

    10.3. This contract shall be governed by the laws of the State of Florida.

11. **CONSTRUCTION REVIEW -** TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.

12. **INDEMNIFICATION -**TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.

13. **LIMITATION OF LIABILITY -**The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed $50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.

    13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

14. **INSURANCE -**TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

    14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

    14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

15. **TERMINATION -**This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.

    15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.

16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo -** Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.

17. **HAZARDOUS MATERIALS -**This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

TIERRA SOUTH FLORIDA, INC.

		Unit	# of Units	Unit Price	Total	
	FIELD INVESTIGATION, LAB TESTING & COORDINATION					
	FIELD INVESTIGATION					
VI. 8. 1.	Mobilization of drilling equipment to project (Min. charge) Truck-Mounted Equipment (50-mile travel) (V1. 8. 1)	Trip	1	$ 350.00	$ 350.00	
VI. 3. 1.	Standard Penetration Test Borings - Truck Rig (0 - 50 ft depth	L.F.	200	$ 13.00	$ 2,600.00	
VI. 4. 1.	GroutSeal Boreholes 0 - 50 ft depth (VI. 4. 1.)	L.F.	200	$ 6.00	$ 1,200.00	
VI. 1.	Auger Borings	L.F.	0	$ 10.00	$ 0.00	
VI. 5. 1.	Casing Allowance 0 - 50 ft depth	L.F.	200	$ 7.00	$ 1,400.00	
						5,550.00
	LABORATORY TESTING					
I. 5.	Atterberg Limit Test	Test	0	$ 80.00	$ 0.00	
I. 7.	Organic Content Test	Test	0	$ 50.00	$ 0.00	
I. 8.	Corrosion Series	Test	3	$ 190.00	$ 570.00	
I. 10.	Natural Moisture Content Tests	Test	4	$ 20.00	$ 80.00	
III. 1. A.	Grain size determinationn - Full Grain Size (8 sieves)	Test	4	$ 75.00	$ 300.00	
III. 1. B.	Grain size determinationn - Wash through (#200)	Test	0	$ 45.00	$ 0.00	
'III. 8. 4.	Staff Engineer	Hour	4	$ 105.00	$ 420.00	
						1,370.00
	FIELD ENGINEERING AND TECHNICAL SERVICES					
VIII. 3.	Engineer, P.E.	Hour	1	$ 135.00	$ 135.00	
VIII. 5.	Senior Engineering Technician	Hour	4	$ 70.00	$ 280.00	
VIII. 6.	Engineering Technician	Hour	8	$ 65.00	$ 520.00	
						935.00
	ENGINEERING AND TECHNICAL SERVICES					
VIII. 1.	Principal Engineer/PM, P.E.	Hour	2	$ 175.00	$ 350.00	
VIII. 2.	Senior Geotechnical Engineer, P.E.	Hour	6	$ 150.00	$ 900.00	
VIII. 3.	Engineer, P.E.	Hour	20	$ 135.00	$ 2,700.00	
VIII. 7.	Drafter/Cadd	Hour	6	$ 65.00	$ 390.00	
						4,340.00
	FEE FOR GEOTECHNICAL SERVICES-Mast Arms				**$ 12,195.00**	

October 26, 2023

Stephen Fowler, PE
Holtz Consulting Engineers, Inc.
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

Stephen.Fowler@hotlzconsulting.com

Re: Congress Avenue Force Main Aerial Crossing

Dear Brad,

WGI, Inc. (WGI) is pleased to provide this proposal to Holtz Consulting Engineers, Inc. (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's "Contract Terms and Conditions," which are enclosed and incorporated into this proposal.

PROJECT UNDERSTANDING

The CLIENT will be installing four inch force mains along the east side of Congress Avenue for the Village of Palm Springs. The force main installation will require two aerial crossings, one located over LWWD L-6 Canal and one located over LWDD L-7 Canal.

SCOPE OF SERVICES

ENGINEERING SERVICES

I. Structural Engineering Services – Aerial Crossing **$16,000.00**

1. Structural design for two aerial crossing pipe supports to accommodate one four-inch force main over the Lake Worth Drainage District (LWDD) L-6 and L-7 canals. The design shall consist of concrete pile supported pile caps with pipe cradle.
2. Aerial crossing details will use Palm Beach County Water Utilities Department standards as basis of design.
3. Structural specifications shall be provided on the drawing sheets.

II. Post Design Services for Structural Engineering **$9,000.00**

Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by

the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit. The construction services will consist of;

1. Review shop drawings, test reports, and other relevant submittal data.
    a. Shop drawings are anticipated to consist of;
        i. Prestressed pile data
        ii. Concrete mix designs
        iii. Steel reinforcement
2. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. A maximum of three (3) site visits are anticipated per aerial crossing. Level of effort shall be that required to provide certification of project completion and conformance with plans and specifications as they relate to the structural design elements;
3. Provide responses for up to five (5) requests for information (RFIs) submitted by the contractor; and
4. Provide project certifications of the observed portions and components of the work.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the site plans; utilities; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Engineering specifications and details will be included in the construction plans;
3. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
5. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
6. The project will be designed and permitted under one phase;
7. Construction phase shall not exceed four months for each aerial crossing; and
8. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic, Environmental, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of proposed site plans/ base maps; and
2. Geotechnical engineering report.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to Holtz Consulting Engineers, Inc. Upon acceptance of this proposal, along with the attached Contract Terms and Conditions and our current Fee Schedule, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Contract Terms and Conditions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Contract Terms and Conditions.

Respectfully submitted,
WGI, Inc.

Jeffrey Bergmann, PE
Director, Specialty Structures

Christopher LaForte, PE
Senior Project Manager

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the state where the project is located. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

Corporate Representative:

_____
Name (Printed)

This Proposal accepted this ____ day of _____, 2023

By _____
Name (Signature)
Holtz Consulting Engineers, Inc.

Please provide the following billing information:

_____
Name / Company Name

_____
Billing Address

_____ _____ _____
City State Zip

_____ _____
Contact Name Email Address

_____ _____
Phone Number Fax Number

Enc.: WGI, Inc. Contract Terms and Conditions, Fee Schedule

WGI, INC.
CONTRACT TERMS AND CONDITIONS
JUNE 2020

1. **Performance**: WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.

2. **Billing/Payments**: Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.

3. **Fees**: WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.

4. **Reimbursable Expenses**: Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.

5. **Cost Estimates**: Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Client. Client expressly agrees that WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Client's budget or WGI's cost estimates.

6. **Storage**: Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.

7. **Indemnification**: Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.

8. **Consequential Damages**: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

9. **Hazardous Materials**: Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of

persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

10. **LIMITATION OF LIABILITY**: In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

    In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of $1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or $10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

    If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

11. **Termination of Services**: Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.

12. **Events of Default**: Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or coveys substantially all of its assets.

13. **Suspension of Services**: If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.

14. **Ownership of Instruments of Service**: All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any

means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

15. **Digital Data Files**: It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.

16. **Successors and Assigns**: Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.

17. **Third Parties**: Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.

18. **Corporate Protection**: WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.

19. **Severability and Survival**: If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.

20. **Merger and Amendment**: This Agreement constitutes the entire agreement between WGI and Client, and all 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 WGI and Client.

21. **Applicable Law and Venue**: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in Palm Beach County, Florida.

22. **Mediation**: All disputes between the Parties arising out of or relating to this Agreement, with the exception of WGI seeking payment from Client for services rendered, shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.

23. **Statute of Limitations and Repose**: Any applicable statute of limitations or repose shall commence to run and any cause of action shall be deemed to have accrued on the date WGI's drawings are sealed, but in any event not later than the date of substantial completion of the project for which WGI's services are provided.

24. **Force Majeure**: WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.

25. PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES

26. **Construction Administration**: WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI will provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

27. **Construction Observation**: WGI, as a representative of the Client, will visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work relating to WGI's scope, (2) to endeavor to advise Client of defects and deficiencies in such work, and (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. WGI shall not be responsible for inspecting the Contractor's work, does not have the right to stop Contractor's work, and shall not be liable for construction defects or deficiencies. WGI's construction observation services shall not relieve Contractor of its responsibility to comply with the contract documents.

28. **General Contractor's Responsibilities for Construction and Jobsite Safety**: Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI 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. Client agrees that the Contractor shall remain solely and exclusively responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.

29. **Property Insurance**: Client agrees to procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the project, or until no person or entity other than Client has an insurable interest in the project, whichever is later. This policy shall name WGI as an additional insured. Client further agrees to waive all rights against WGI for damages that are, or could have been, covered by property insurance and such waiver of subrogation shall be effective notwithstanding any duty of indemnity, contractual or otherwise.

30. **Deviations from Contract Documents**: WGI will report to the Client known and observable deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

31. **Certificates for Payment**: WGI will review and certify the amounts due to Contractor and will issue certificates for such amounts. Such certification for payment will constitute a statement to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1)

made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

32. **Rejection of Work**: WGI shall have authority to recommend to Client that it reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to recommend to Client that it require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

33. **Submittals**: WGI will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with the design concept of the project and information provided in the Contract Documents. Contractor is responsible for full compliance with the plans, specifications, and contract documents, dimensions, quantities, and performance requirements to be confirmed and correlated at the jobsite, the furnishing of all items whether or not shown on the submittal, means, methods, and sequence of construction, quantities, coordination of the work of all trades, and related jobsite safety precautions or programs. WGI's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

34. **Contractor's Design Professionals**: If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI will specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

35. **Change Orders**: WGI will prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

36. **Submittals and Final Completion**: WGI will conduct observations to determine the date or dates of Substantial Completion and the date of final completion, will receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon a final observation indicating that the Work generally complies with the requirements of the Contract Documents.

37. **Interpretations and Decisions**: Interpretations and decisions of WGI will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

WGI, INC.
FEE SCHEDULE
EFFECTIVE DATE – 02/26/2022

	Hourly Rate
ENGINEERING SERVICES	
Executive Engineer	$345.00
Chief Engineer	$335.00
Principal Engineer	$300.00
Senior Project Manager	$300.00
Project Manager	$235.00
Senior Engineer 2	$275.00
Senior Engineer 1	$245.00
Engineer 2	$215.00
Engineer 1	$195.00
Senior Engineer Intern	$150.00
Engineer Intern	$135.00
Chief Utility Coordinator	$260.00
Senior Utility Coordinator	$200.00
Utility Coordinator	$160.00
Chief Designer	$190.00
Senior Designer	$160.00
Designer	$130.00
Field Engineer	$195.00
Field Inspector	$145.00
SURVEYING SERVICES	
Chief Surveyor	$300.00
Principal Surveyor	$250.00
Senior Project Manager	$210.00
Project Manager	$185.00
Senior Professional Surveyor	$170.00
Professional Surveyor	$160.00
Certified Photogrammetrist	$190.00
Senior Survey Technician	$140.00
Survey Technician	$120.00
SUE Technician	$120.00
Field Technician	$90.00
1 Person Field Survey Crew	$120.00
2 Person Field Survey Crew	$150.00
3 Person Field Survey Crew	$190.00
4 Person Field Survey Crew	$250.00
2 Person SUE Crew	$160.00
3 Person SUE Crew	$220.00
4 Person SUE Crew	$260.00
5 Person SUE Crew	$300.00
Laser Scan Crew	$250.00
Hydrographic/Bathymetric Crew	$325.00

	Hourly Rate
PLANNING SERVICES	
Executive Planner	$325.00
Chief Planner	$250.00
Principal Planner	$210.00
Senior Project Manager	$200.00
Project Manager	$175.00
Senior Planner	$150.00
Planner	$115.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	$265.00
Senior Project Manager	$210.00
Project Manager	$175.00
Senior Landscape Architect	$220.00
Landscape Architect	$185.00
Senior Designer	$150.00
Designer	$115.00
Entry Level Designer	$100.00
ENVIRONMENTAL SERVICES	
Executive Environmental Scientist	$250.00
Principal Environmental Scientist	$225.00
Senior Project Manager	$200.00
Project Manager	$170.00
Senior Environmental Scientist	$200.00
Environmental Scientist	$135.00
Environmental Technician	$100.00
ARCHITECTURAL SERVICES	
Principal Architect	$300.00
Senior Project Manager	$260.00
Project Manager	$215.00
Senior Architect	$250.00
Project Architect	$200.00
Architect	$170.00
Senior Graduate Architect	$150.00
Graduate Architect	$130.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	$425.00
GIS Technician	$115.00
Administrative Assistant	$120.00
Intern	$80.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	$0.30
Copies, Color (each)	$1.00
Plots, Black & White (each)	$2.00
Plots, Color (each)	$15.00
Mylars (each)	$70.00
Foam Core Presentation Boards (each)	$7.50
All Third-Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc.; mileage for all company-owned vehicles (trucks) will be charged at $0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Holtz Consulting Engineers, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

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

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the City with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.

C. The Consultant designates _____, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.

D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

A. The Consultant will begin work promptly after the issuance of a Work Authorization.

B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in Exhibit "B" and the budget in each Work Authorization.

A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.

B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be submitted in the format of the sample Monthly Project Status Update, attached hereto and

incorporated herein as Exhibit "C". The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

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

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

    a. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

2. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

   a. Premises and/or Operations
   b. Independent Contractors
   c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
   d. Broad Form Property Damage
   e. Contractual Coverage applicable to this specific Agreement.
   f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

3. Business Automobile Liability with minimum limits of three hundred thousand dollars ($300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
   a. Owned Vehicles
   b. Hired and Non-Owned Vehicles
   c. Employers' Non-Ownership

4. Professional Liability Insurance with minimum limits per occurrence of $1,000,000.00.

   Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies

provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction.

7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

Attn: Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

CONSULTANT

_____

_____

_____

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or

national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

M. Prohibition against Contingent Fees:

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

In consideration of ten dollars ($10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

P. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Q. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

R. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Springs County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Springs County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

U. Palm Beach County Inspector General:

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

V. Public Records:

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

(a) Keep and maintain public records required by the Village to perform the service.

(b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Consultant does not transfer the records to the Village.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

Kimberly M. Stewart
Village Clerk

VILLAGE OF PALM SPRINGS

By: _____
Mayor

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

Approved as to Form:

_____
Village Attorney

WITNESSES:

Curtis Robinson
Curtis Robinson
(Name Printed or Typed)

MATTHEW PAYNER
(Name Printed or Typed)

HOLTZ CONSULTING ENGINEERS, INC.

By: David Holtz
David F. Holtz, P.E.
Vice President

State of Florida
County of Palm Springs

BEFORE ME, the foregoing instrument, this 13 day of August, 2018, was acknowledged by David Holtz, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 13 day of August, 2018.

April Xaros
Notary Public
My Commission Expires:

(SEAL)

APRIL SUZANNE XAROS
Notary Public – State of Florida
Commission # GG 19205
My Comm. Expires Mar 21, 2022
Bonded through National Notary Assn.

Exhibit A

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE:_____ VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO._____FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No._____G/L CODE: _____

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

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

I. **PROJECT DESCRIPTION**

Brief description of project…

II. **SCOPE OF SERVICES**

The following is a description of the services to be provided under this Task Order.

TASK 1 – NAME

Scope details…

TASK 2 – NAME

Scope details…

Subtask 2.1 - Name

Scope details…

TASK 3 – NAME

Scope details…

III. **DELIVERABLES**

Deliverables for each task including quantities and formats…

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X
Schedule

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

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

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of $X.XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

Table X
Budget Summary

Description	Total
TOTAL	

VI. ASSUMPTIONS

Assumptions, items not included, etc…

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated MONTH DAY, 2018, by and between the Village of Palm Springs ("VILLAGE") and CONSULTANT NAME ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

By: _____

Print Name: _____

Title: _____

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

Exhibit B

HCE RATE SCHEDULE FOR THE VILLAGE OF PALM SPRINGS

Principal Engineer - Acquires, plans, supervises, and coordinates professional engineering projects by developing proposals and directing and controlling project elements. Requires Professional Engineer (PE) license and minimum 20 years' experience.	$ 190
Associate Engineer - Supervises engineering projects and project staff. Requires Professional Engineer (PE) license and minimum 15 years' experience.	$ 180
Senior Project Manager - Completes engineering projects by organizing and controlling project elements. Requires Professional Engineer (PE) license and minimum 10 years' experience.	$ 170
Project Manager - Completes engineering projects by organizing and controlling project elements and overseeing project engineers. Requires Professional Engineer (PE) license and minimum 8 years' experience.	$ 150
Senior Project Engineer - Assists with project responsibilities by completing project phases and elements as requested by Project Manager. Requires Professional Engineer (PE) license and minimum 5 years' experience.	$ 130
Project Engineer (PE) - Assists with project responsibilities by completing project phases and elements as requested by Project Manager. Requires Professional Engineer (PE) license and minimum 4 years' experience or 3 years with a Masters Degree.	$ 120
Project Engineer (EI) - Assists with engineering projects by aiding in the completion of project elements. Requires Engineer Intern (EI) certificate.	$ 105
Construction Manager – Administers the construction contract and ensures the project is constructed according to the technical and administrative contract documents. Minimum 8 years' experience required.	$ 135
Construction Inspector – Assists the Project Manager and Construction Manager by performing project site inspections during construction to ensure the project is being constructed according to the technical plans and specifications.	$ 95
Senior Designer - CADD technician responsible for generating preliminary layouts, creating and updating engineering drawings under the supervision of engineers, enforcing CADD standards, and supervising drafters. Minimum 5 years experience required.	$ 110

Drafter – CADD technician responsible for creating and updating engineering drawings under the supervision of engineers.	$ 90
Administrative Assistant - Provides office services by implementing administrative systems, procedures, and policies, and monitoring administrative projects.	$ 70

- The above rates will be valid for 3 years from the contract date.
- Revisions will be based on the Consumer Price Index (CPI) for the following year.
- Subconsultants will be billed at cost.
- Mileage for travel outside of Palm Beach County will be billed per mile at the current IRS rate.
- Postage and reproduction costs are included in the hourly rates.

Exhibit C

Monthly Project Status Update

Reporting Period: MONTH

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		$0	$0	#DIV/0!
2		$0	$0	#DIV/0!
3		$0	$0	#DIV/0!
4		$0	$0	#DIV/0!
Total		$0	$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: MM/DD/YYYY

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)

To be submitted with monthly invoice

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Police Department

ITEM #7: Approve Continuation of Shyft Group/Broward County Sheriff's Office Piggyback Agreement, FY 2024

SUMMARY: The Police Department has a need to purchase and install equipment for its newly purchased vehicles to support the public safety services and activities that are provided by our Police Officers. To ensure the lowest possible price, staff is recommending that the Village continues to piggyback off the current Broward County Sheriff's Office contract awarded to the Shyft Group Upfit Services Inc./Strobes-R-Us.

This selection by the Broward County Sheriff's Office was completed through a competitive selection process – Emergency Equipment for Law Enforcement Vehicles – (RLI #23004AP – June 5th, 2023). Within the FY 2024 budget, the Village Council approved $345,000 to be used for the purchase of six (6) police vehicles: (four marked police vehicles and two unmarked vehicles), with the associated graphics and equipment.

Through the Broward County Sheriff's Office bid, the Police Department was able to obtain a price of $60,482.14 to purchase the necessary emergency equipment and lighting to outfit the following vehicles:

- Four (4) 2024 Chevrolet Tahoe marked patrol vehicles $51,268.52
- Two (2) 2024 unmarked vehicles $9,213.62

If approved, the Village would accept Strobes-R-Us pricing by continuing to piggyback off the Broward County Sheriff's Office Invitation to Bid/ RLI #23004AP (Agreement by and between Gregory Tony, as Sheriff of Broward County, Florida and Strobes-R-Us, Inc., for Emergency Equipment for Vehicles for Broward Sheriff's Office) including all terms, conditions, and pricing therein. The term of the contract is set to expire on June 8th, 2026.

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 58-9 - 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.

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2024 Budget - General Fund Allocated/ Estimated Project Funding: Amount FY 2024 Approved Budget - Vehicles - General Fund $345,000 FY 2024.

The total vehicle equipment costs will be $60,482.14 for the purchase of emergency safety/lighting equipment for six (6) vehicles: four (4) marked and two (2) unmarked vehicles.

ATTACHMENTS:

1. BSO - Shyft Group Contrac
2. Shyft Group Piggyback Agreement 2024
3. Strobes Quotes

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AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this 5th day of June, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA with a principal place of business located at 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 (hereinafter referred to as "BSO") and **THE SHYFT GROUP UPFIT SERVICES, INC.,** doing business as **Strobes-R-Us,** a foreign for profit corporation eligible to conduct business in Florida with its principal place of business located at 41280 Bridge Street, Novi, Michigan 48375 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, BSO issued RLI #23004AP - Emergency Equipment for Vehicles (attached hereto and marked as Exhibit A), requesting letter of interest, and statement of qualifications and experiences for Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

1.1 **Agreement** means this document and the exhibits attached hereto.

1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.

1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.

1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise

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performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator relative to this Agreement is as follows:

BSO Contract Administrator:
Scott Barnett Fleet Manager Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312 *Telephone*: (954) 497-1440 *Email*: Scott_Barnett@Sheriff.org

1.5 **Contractor** shall mean THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US and its successors and assigns.

1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.

1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

SECTION II
TERM

2.1 The initial term of this Agreement shall be three (3) years commencing on **June 9, 2023** and expiring on **June 8, 2026**, unless otherwise extended or terminated in accordance with the terms of this Agreement.

2.2 BSO shall have the right to renew this Agreement at its sole discretion for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III
OBJECTIVES AND PERFORMANCE STANDARDS

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3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:

a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;

b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;

c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;

d. Provide the best value in terms of the quality and timely performance of Services;

e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;

f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;

g. Maintain open communication with BSO's Contract Administrator and staff;

h. Establish and/or maintain a safety program that meets the highest industry standards;

i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;

j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;

k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;

l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

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3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.

3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV
NON-EXCLUSIVE AGREEMENT

4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.

4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.

4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. *Additionally, in such cases of Piggybacking, BSO's service orders shall take first precedence to all other governmental entities service order(s).*

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SECTION V
SCOPE OF SERVICES

5.1 NORMAL HOURS OF OPERATION: CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.

5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE International;
NFPA (National Fire Protection Association);
UL (Underwriters Laboratories Inc.);
OSHA 1910.95 "Permissible Noise Exposure"; and
Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

a. Estimate Requirements: All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).

b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original

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estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.

d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any instillations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.

e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.

f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.

g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the

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same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).

j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.

k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to suppliant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.4 REPLACED PARTS

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CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars ($50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents,

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employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

SECTION VI
CONSIDERATION/INVOICING

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant is Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacture of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

a. BSO purchase order number
b. The date of the report
c. Cost of labor
d. Cost of subcontractor services
e. Number of Cost of supplements
f. Contract serial number
g. BSO vehicle identification number
h. Vehicle identification number
i. Total number of reworks
j. Total labor rates with labor hours

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k. Work order number
l. Description of work performed and reason for repair
m. Detail itemized parts listing and pricing and serial numbers of parts
n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:
CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.
Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII
TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII
HIDDEN DAMAGE OR CONDITIONS

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

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SECTION IX
REWORK

9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.

9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.

9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X
LIABILITY/INDEMNIFICATION

10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.

10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.

10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

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10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.

10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees', agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI
DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII
CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.

12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

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12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.

12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.

12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XIII
CONTRACTOR'S FACILITY(IES)

13.1 LOCATION OF SERVICE

CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida or at CONTRACTOR's Jupiter, Florida location as needed. For any and all work to be completed outside of Broward County, Florida, CONTRACTOR shall tow SHERIFF's vehicle(s) to CONTRACTOR's facility at its own expense on a flatbed truck. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.

13.2 FACILITY COMPLIANCE

CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.

13.3 FACILITY SAFETY & SECURITY

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In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV
EQUIPMENT, TOOLS, AND FURNITURE

14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.

14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV
PERMITS, TAXES, AND LICENSES

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI
INSURANCE

16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.

16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and

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commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 for aggregate disease.

b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million ($2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars ($1,000,000).

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d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million ($1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.

e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars ($2,000,000.00) and to include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than $2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.

f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of $100,000 per vehicle. Coverage shall include both the unit being towed and its contents.

f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.

16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office

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Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.

16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.

16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII
WASTE & DISPOSAL OF PARTS

17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

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17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII
INSPECTION OF WORK

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX
WARRANTY

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;

b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;

c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and

d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX
REPORTING / RECORDS

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20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).

20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.

20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.

20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.

20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

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BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

(a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.

(b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to BSO.

(d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO 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.

(e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon

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request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI
MEETINGS

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII
ANNUAL PERFORMANCE REPORT

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII
INDEPENDENT CONTRACTOR

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV
SUBCONTRACTING

24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.

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24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV
TERMINATION

25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.

25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

25.4 Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

a) CONTRACTOR'S violation of the Public Records Act;
b) The insolvency, bankruptcy or receivership of CONTRACTOR;
c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.

25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI
WAIVER

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It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII
SURVIVORSHIP OF BENEFITS

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII
ENTIRE AGREEMENT

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX
SEVERABILITY

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX
CIVIL RIGHTS REQUIREMENTS

30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.

30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors,

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transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI
CONFIDENTIALITY

31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.

31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:

a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.

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31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII
PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of $2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

SECTION XXXIII
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV
ASSIGNMENT

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This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:
Colonel Oscar Llerena
Department of Administration
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:
General Counsel Terrence Lynch
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:
Tomer Hanina
The Shyft Group Upfit Services, Inc.
d/b/a Strobes-R-Us
2681 Hammondville Road
Pompano Beach, FL 33069
Telephone: (954) 946-9955
Email: Sales@SRUs.com

SECTION XXXVI
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

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SECTION XXXVII
MISCELLANEOUS

37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein”, “hereof”, “hereunder”, and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or

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Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.

CONTRACTOR: THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US

DocuSigned by:
Tomer R Hanina
455B157E28D74B1...
_____ Date: 6/2/2023 | 10:58 AM EDT
Authorized Representative's Signature

Tomer R Hanina
_____
Print Name/Title

FEIN: 35-2646349

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: DocuSigned by: Colonel Oscar Llerena BFC4A5F17955440... _____ Date: 6/5/2023 | 15:36 PM EDT
Colonel Oscar Llerena, Executive Director
Department of Administration

DS
kSM
Approved as to form and legal sufficiency subject, to execution by the parties:

By: DocuSigned by: Terrence Lynch 84C9E594DDEB4B3... _____
General Counsel Terrence Lynch
Executive Director
Office of the General Counsel

Broward Sheriff's Office
2601 W. Broward Blvd. Ft. Lauderdale, FL 33312

Sheriff Gregory Tony
sheriff.org

RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

Ann Potter

Solicitation 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

Solicitation Number	**23004AP**
Solicitation Title	**Emergency Equipment for Vehicles for Broward Sheriff's Office**
Solicitation Start Date	**Mar 2, 2023 5:20:45 PM EST**
Solicitation End Date	**Apr 4, 2023 3:00:00 PM EDT**
Question & Answer End Date	**Mar 17, 2023 3:00:00 PM EDT**
Solicitation Contact	**Ann Potter** **Ann_Potter@sheriff.org**
Solicitation Contact	**Jason L Spaide** **Jason_Spaide@sheriff.org**
Solicitation Contact	**Samentha Morales** **Samentha_Morales@sheriff.org**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**

Solicitation Comments

THE BROWARD SHERIFF'S OFFICE (BSO), WILL RECEIVE FORMAL LETTERS OF INTEREST, AND STATEMENTS OF QUALIFICATIONS AND EXPERIENCES, FOR "*EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE*".

PLEASE READ THE REQUEST FOR LETTER OF INTEREST (RLI) CAREFULLY, AND INCLUDE IN YOUR PROPOSAL ALL INFORMATION, FORMS AND DOCUMENTS REQUESTED. ANY PROPOSER THAT HAS QUESTIONS ON HOW TO UPLOAD DOCUMENTS INTO PERISCOPE/BIDSYNC SHOULD CONTACT PERISCOPE/BIDSYNC'S CUSTOMER SUPPORT LINE AT 1-800-990-9339.

RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED UNTIL THE TIME AND DATE INDICATED IN THE SOLICITATION AND WILL BE ACCEPTED THROUGH PERISCOPE/BIDSYNC ONLY. PROPOSALS SUBMITTED BY E-MAIL, FAX, ETC, WILL NOT BE ACCEPTED.

Attachment "A" Alternative or Equivalent Bundled Product Price Sheet and Attachment "B" Proposer's Current and Past Contracts over the last 8 years must be downloaded and completed. Once completed it must be uploaded to Periscope/Bidsync with your response.

Item Response Form

Item	**23004AP--01-01 - COMMUNITY SERVICE AIDE (SUV)BUILD SHEET**
Quantity	**100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 100

Description
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

COMMUNITY SERVICE AIDE (SUV)CHEVY EQUINOX, FORD ESCAPE OR SIMILAR Build Sheet must include the following: (Pricing must include price for all parts and labor)

1X	HHS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
1X	IW8AR	FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND ARROWS . CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES.
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOES IN HOUSINGS
4X	HERO-ADAPTER	HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
1X	14.0553	SHO-ME BRAND 3 OUTLET CIGAR PLUG
1X	PKG-PSM-3013	HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE
1X	UT-1006	HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES
1X	C-PM-1001	HAVIS PENTAX POCKETJET PRINTER HOLDER
1X	MZL-26	AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS
1X	TINT-SUV	3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN 4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.

Item **23004AP--01-02 - MARKED PATROL CHEVY SILVERADO BUILD SHEET**

Quantity **200 each**

Unit Price

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 200

Description
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY SILVERADO BUILD SHEET setup must include the following:

1X	EB2-STT-BB	WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.
1X	C399 + CCTL7	WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD
1X	C399K9	INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC
1X	CEXAMP	DUAL TONE SIREN AMP MODULE FOR SIREN
1X	CV2V	VEHICLE TO VEHICLE SYNC MODULE
2X	SA315P +SAK	WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	358118481	HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	5176T-6SR	TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING
2X	12D-RBW	PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE
1X	352-01	TUFFY BRAND UNDERBENCH LOCKBOX
1X	C-VSW-1900-SIOLV-PM	HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT
1X	C-ARM-102	HAVIS SIDE MOUNT ARM REST
1X	C-MD-112	TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER
1X	C-HDM-214	VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND
1X	UT-1006	PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES
1X	CUP2-1001	HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS
1X	C-AP-0945-L	LOCKING CUBBY FOR CONSOLE
1X	C-FP	COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE. HAVIS.
1X	MZL-26SR	AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES
1X	ERUN-STRIP-RBW	60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE
1X	PRPSP55412SIL19A	PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT
1X	WB54NPSIL19	PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS
1X	SC-920-VERTICAL	SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS
2X	LL2500	25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA
1X	4421 + 44214	METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS
1X	16518177 +80 +78	CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.
1X	TINT-2DOOR	3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM.

CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60" STRIP LOCATED UNDER THE REAR TAILGATE.

Item	**23004AP--01-03 - MARKED PATROL CHEVY TAHOE BUILD SHEET**
Quantity	**250 each**
Unit Price	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 250

Description

Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY TAHOE BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include all parts and labor

(1X	EB2-STT-BB	WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.
1X	C399 + CCTL7	WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD
1X	C399K6	INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC
1X	CEXAMP	DUAL TONE SIREN AMP MODULE FOR SIREN
1X	CV2V	VEHICLE TO VEHICLE SYNC MODULE
2X	SA315P +SAK	WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	COMMANDERPLUS8	SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE
1X	5168T-6SR	TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING
2X	12D-RBW	PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE
1X	M844282-A	MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON
1X	7126-7611	BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.
1X	SBX-5012	HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS
1X	VSW-1005-TAH-PM	HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT
1X	C-ARM-102	HAVIS SIDE MOUNT ARM REST
1X	C-MD-112	TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER
1X	C-HDM-214	VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND
1X	UT-1006	PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES
1X	CUP2-1001	HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS

1X	C-FP	COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER
1X	MZL-26SR	AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES
1X	PRPSP5714T21A	PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT
1X	S5702T21	REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS
1X	WB57NPT21	PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS
1X	SC-920-VERTICAL	SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS
1X	16518177 +80 +78	CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.
1X	TINT-2DOOR	3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW.

Item **23004AP--01-04 - UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include parts and labor

1X	HHS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
1X	ISFW54X-RBW	WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185050F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER
4X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	HERO-21	HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE
4X	HERO-ADAPTER	HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED
1X	COMMANERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	COMMANDERPLUS8	SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
4X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
2X	TCRWX5 + TCRB	TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY

		TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS
1X	M844282-A	MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON
1X	7126-7611	BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.
1X	SBX-5012	HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS
1X	TINT-SUV	3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED'S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED'S, AND INNER EDGE

Item	**23004AP--01-05 - UNDERCOVER CHEVY SEDAN/SMALL SUV BASIC BUILD SHEET**
Quantity	**100 each**
Unit Price	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER CHEVY SEDAN/SMALL BASIC BUILD SHEET TO INCLUDE CHEVY MALIBU, TOYOTA CAMRY, NISSAN ALTIMA OR SIMILAR.

1X	HS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
2X	ULB9LDC-RBWW	SVP DUO DUAL DASH LIGHT R/B WITH WHITE SHROUD AND MOUNTS TO VEHICLE WITH NO OVERRIDE. INCLUDES FLASH BACK HOLES DRILLED IN HEADLINER
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185050F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER
4X	VTX609J	RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH
2X	12D-RB-W	STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE OF FLSHING RED AND BLUE AND STEADY BURN WHITE FOR TAKEDOWN MODE. 12 DIODES
2X	4X-LB	L BRACKET FOR MOUNTING GRILL LIGHTS
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
1X	7126-7530	BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP TOP LID. 14W BY 37D BY 10H INCLUDES GAS SPRING TO HOLD OPEN LID. 3 MEDECO HIGH SECURITY RESTRICTED COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION
1X	CABLELOCK	KIT CONSITING OF 5/8" CABLE LOCK 5' LONG AND HEAVY DUTY "D"RING MOUNTED TO REAR OF LOCK BOX
1X	TINT-SEDAN	3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SEDAN. ALL WINDOWS
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL LIGHTS MUST BE SMOKED. TAKEDOWN BUTTON STEADY BURNS THE FRONT WINDOW LED'S IN WHITE.

SCENE BUTTON STEADY BURNS BOTH THE FRONT AS WELL AS THE GRILL LIGHTS IN WHITE.

WINDOW LED'S IN WHITE

Item	**23004AP--01-06 - WHELEN ENGINEERING**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-07 - ECCO/PSE AMBER**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-08 - PRO-GARD**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave.

Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-09 - ACE K9**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-10 - HAVIS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-11 - JOTTO**
Quantity	**1 each**

Percentage

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-12 - SOUNDOFF**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-13 - AMERICAN ALUMINUM**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-14 - TREMCO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-15 - GO-RHINO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-16 - D&R ELECTRONICS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RFP to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RFP throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends

to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-17 - TROY PRODUCTS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-18 - BOSS STRONG BOX**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-19 - TUF-LOC/ESMET**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-20 - SIGNAL VEHICLE PRODUCTS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-21 - WANCO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-22 - BROOKING INDUSTRIES**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term,

including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer..

Item	**23004AP--01-23 - RAM MOUNT**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-24 - TRUCK VAULT**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-25 - AKRON BRASS/WELDON**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-26 - LIND ELECTRONICS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-27 - SANTA CRUZ**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-28 - TUFFY**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave.

Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-29 - SETINA**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-30 - BROTHERS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-31 - FIRE RESEARCH CORP (FRC)**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-32 - ACARI PRODUCTS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-33 - AMEREX**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-34 - BOSS SAFETY PRODUCTS**
Quantity	**1 each**
Percentage	

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-35 - DIAMONDBACK AUTOMOTIVE**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-36 - DURMAG**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-37 - EXTENDOBED**
Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-38 - EZ STAK/OPS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-39 - GOLIGHT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-40 - HELLA**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-41 - KUSSMAUL ELECTRONICS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-42 - LEGEND FLEET SOLUTIONS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-43 - MAXXIMA**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-44 - MOTOLIGHT INC**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-45 - RANGER DESIGN**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-46 - SCOTT LOCK**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-47 - STICO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-48 - STREAMLIGHT**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends

to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-49 - STROBES-R-US BRAND**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-50 - WAGAN INVERTERS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-51 - WESTIN AUTOMOTIVE**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-52 - SHOP LABOR RATE**
Quantity	**1 hour**
Unit Price	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
Proposers shall indicate a "per hour" shop labor rate for any services other than bundled installations.

BACKGROUND, OBJECTIVES, REQUIREMENTS, RESPONSIBILITIES

1. BACKGROUND AND OBJECTIVES:

1.1 The Broward Sheriff's Office (BSO) is seeking a qualified candidate to provide all services necessary to provide and Install Emergency Equipment for Broward Sheriff's Office Vehicles. The Proposer's technical proposal presented should address the requirements, as well as, explain and/or describe additional options, features and benefits of the proposed solution. This RLI establishes a general scope and terms of services that should form the basis of each Proposers' proposal and BSO will tentatively select a successful Proposer based on the submitted proposals. BSO reserves the right to enter into discussions with the tentative awardee to negotiate appropriate tailoring of the selected proposal and negotiate a final set of terms and conditions for this contract. BSO is taking this approach because the nature of the requirements and the varied details concerning how it might be successfully satisfied by different Proposers may necessitate additional clarification.

1.2 It is anticipated that BSO will award all services to one (1) Proposer; however we reserve the right to award to more than one Proposer.

1.3 The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.

1.4 It is anticipated that the term of this agreement will be for three (3) years with two (2) one-year renewal options.

1.5 Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this Solicitation.

2. RESPONSIVENESS AND RESPONSIBILITY CRITERIA

2.1 Responsiveness Criteria:

A Responsive Proposer means a contractor, business entity or individual who has submitted a Proposal that conforms in all material respects to the requirements of this solicitation. The requirements of this solicitation and scope of work include, but are not limited to, the required forms included in this solicitation which contain all requested information, signatures, notarizations, insurance, bonding, security and any other solicitation documents.

Failure to provide the information required may result in a Proposer being deemed non-responsive. BSO reserves the right to waive minor technicalities or irregularities as is in the best interest of BSO.

2.2 Responsibility Criteria:

A Responsible Proposer means a contractor, business entity or individual who is capable of meeting all of the requirements of this solicitation and resulting contract. Capable includes the financial and technical ability to perform as contractually required.

At any time prior to award, BSO may find that a Proposer is not responsible to receive a particular award.

3. REQUIREMENTS OF THE SOLICITATION:

Failure to meet the following requirements listed in this Section may result in removal of a Proposal from consideration. Any documents/information requested anywhere in this solicitation should be included in the Proposal and labeled as indicated in this Section 3, as requested in the Submittal Form, or as indicated in the Proposal Questions. Documentation which is not included with the Proposal must be received within five (5) working days of request by BSO unless otherwise extended in writing by BSO at its discretion.

3.1 General

3.1.1 Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section. This information should be uploaded to BidSync/Periscope Holdings Inc. when submitting a proposal and labeled as **Exhibit 3.1.1.**

3.1.2 Responsibilities of Proposer:

It is the responsibility of each Proposer to:

- Examine the solicitation documents thoroughly;
- Visit the site, if applicable, to become familiar with conditions which may affect cost, progress, performance of furnishing of required services;
- Take into account any federal, state, local laws which may affect cost, progress, performance or furnishing of required services;
- Carefully correlate Proposer's observations with the RLI solicitation and supporting documents; and
- Carefully review solicitation and supporting documents and notify BSO through BidSync/Periscope Holdings Inc. Q&A section, of any questions or requests for clarifications.

Each Proposer acknowledges that:

- The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.
- Proposer's submittal in response to this RLI shall constitute an incontrovertible representation by Proposer that it has complied with the above requirements and that without exception, the Proposal is premised upon performing and furnishing the services required by the RLI solicitation.

In preparing a response to this solicitation, Proposer shall rely on its own assumptions, investigations, examinations, studies, interpretations, expertise and opinions. Proposer shall base its submission on its own judgment, analysis and opinion of feasibility of the project. BSO does not guarantee the details pertaining

to existing reports, on any documents included with this solicitation to be more than a general indication of the services.

3.2 Legally authorized to do Business in the State of Florida: Proposer should be legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See http://www.sunbiz.org/). See Submittal Section 3.2 to provide information and documentation.

3.3 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this Solicitation.

3.4 Questionnaire: Proposer should answer all questions and provide as much information as possible in a concise manner. If responses exceed the maximum characters accepted on the Questionnaire, attach separate document to the proposal titled "Supplemental Reponses". List the question number, restate the question, and provide the supplemental information and/or detailed response. Clarification to any of the questions must be submitted as a question through BidSync/Periscope Holdings Inc. before the Q & A deadline.

3.5 Financial Stability: **Proposers will be stable and financially solvent.**

Proposer should include documentation of financial stability, including Proposer's most recent three (3) years of Financial Statements, SEC filings, or Dun & Bradstreet Reports. Financial Statements are a Compilation, Review or Audit Report from a Certified Public Accountant and include, at a minimum, a balance sheet and statement of operations. SEC filings and/or Dun & Bradstreet Reports, if submitted, must also include this minimum data. The financial documentation submitted must include a classified balance sheet which shows the components of current assets and current liabilities and a statement of operations showing net income after interest, taxes, depreciation and amortization. This documentation should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.5.**

If not included the Proposal, Proposer must submit these documents within five (5) working days upon request by Broward Sheriff's Office.

3.6 Company Background and Qualifications:
Provide a complete response to this section 3.6 Company Background and Qualifications. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.

3.6.1 Proposals will be considered only from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to perform the type of work specified within this Solicitation.

3.6.2 Proposer should be actively engaged for a period of a minimum of five (5) years for the past eight (8) years or longer in providing similar scope of services and demonstrate experience in required services. See document labeled **Attachment "B"** to provide information and documentation.

3.6.3 Proposers shall have a track record of providing quality and reliable Emergency Equipment services with a high level of performance while maintaining cost efficiencies. Must have satisfactorily performed similar services for similar scope of services. Must be completely knowledgeable in all aspects of work required for services listed in this Solicitation. A Client List/Project List should be included with the Proposal and labeled as **Exhibit 3.6.3**.

3.6.4 **Staff Qualifications:**
Describe in detail how Proposer's staff meet the Staff Requirements indicated in **3.6.4.** Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4**.

3.6.4.1 All staff assigned to this contract are to be trained in accordance with industry guidelines and standards. Indicate how Prosper company will accomplish this. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as **Exhibit 3.6.4.1.**

3.6.4.2 All staff assigned to this contract will perform all services to the utmost professional standards.

3.6.4.3 Proposers are to submit copies of resumes and certifications of staffing that will be assigned to this contract. BSO reserves the right to conduct an independent background investigation in accordance with BSO requirements and at BSO's expense. See document labeled **"Submittal Section 7.6"** to provide information and documentation, as applicable.

3.6.4.4 Proposer is to submit a staffing plan with FTEs including Supervisor in charge of each facility. Employees of Proposer will be trained in customer service, confidentiality, and ethics. Proposer should state how Proposer intends its employees will be trained in customer service, confidentiality, and ethics. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.4**.

3.6.4.5 Proposer shall use Certified Emergency Vehicle Technicians (EVT's) and Factory certified and trained personnel to ensure that BSO will have experienced, skilled, competent, trained personnel with full working knowledge and troubleshooting skills pertaining to emergency vehicle service and repair. Include with your proposal a list of the current certifications held by your employees. Response should be

uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.5**

3.6.4.6 Proposer must have established experience with a Law Enforcement/Fire Agency comparable in size to the Broward Sheriff's Office's for a minimum of 5 years within the past 8 years. Proposer should complete the form "Proposer's Current and Past Contracts over the last 8 years" **(Complete Attachment "B" in Bidsync/Periscope Holdings Inc.)**

3.6.5 BSO reserves the right to inspect the facilities of any Proposer or of all Proposers prior to making an award without prior notice, between the hours of 8:00AM – 3:30PM, and at any time during the agreement period.

3.7 **Scope of Services**:

Provide a complete response to section 3.7 Scope of Services of the Solicitation. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibits in the subsections below. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.7**.

3.7.1 GENERAL REQUIREMENTS

3.7.1.1 Installation of said equipment is a requirement of this RLI. Proposers shall provide all components as required to ensure a turn-key installation and an equipment package that is fully functional.

3.7.1.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE INTERNATIONAL
NFPA (National Fire Protection Association)
UL (Underwriters Laboratories Inc.)
OSHA 1910.95 "Permissible Noise Exposure"
Parts are to be either Original Equipment Manufacturer (OEM) or meets OEM standards

3.7.1.3 Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

3.7.2 FACILITIES

3.7.2.1 Proposer should have an actual building used for installation of equipment, with a security system, cameras and fencing ("Facility"). BSO vehicles are required to be secured within a fenced compound and under video surveillance at all times.

3.7.2.2 The Facility where work is to be performed and vehicles stored and parked must be located within Broward County.

3.7.2.3 The Broward Sheriff's Office may perform a site inspection of Proposer's Facilities as part of the evaluation process prior to award of this RLI. During the solicitation process, the Broward Sheriff's Office reserves the right to inspect the Proposer's Facility at any reasonable time with or without prior notice throughout the duration of a contract.

3.7.2.4 The installation Facility must be factory authorized to install and service all equipment provided to BSO. The Proposer must be a certified authorized dealer of all the manufacturers being proposed in items 6 – 51. Proposer to add additional manufacturers listed in the proposal Questionnaire. Proposer must be factory authorized to install & service equipment.

3.7.2.5 Proposer's Facility must be able to receive vehicles direct from the factory/dealer, if requested by BSO, and store them until they are up-fitted or transferred to a BSO location.

3.7.2.6 Proposer must be capable of picking up and delivering vehicles to a BSO facility, currently located at 2421 NW 16th St., Pompano Beach, Florida 33069. This location is subject to change at BSO's direction. Proposer's Facility must be able to store 50 or more BSO vehicles at any given time within the above listed security protocols.

3.7.2.7 Proposer's Facility should be open at a minimum during normal business hours from 8:30AM to 5:30PM, Monday through Friday excluding holidays or weekends.

3.7.3 OPERATIONS

3.7.3.1 Proposer will be responsible for all transportation costs, if applicable, to comply with the requirements of this RLI.

3.7.3.2 Proposer's staff must not drive or operate BSO police vehicles off premises unless picking up or delivering to BSO. Any vehicle operated off Proposers premises must be clearly marked as "OUT OF SERVICE".

3.7.3.3 Upon completion of vehicle's, Proposer will notify BSO Fleet Services at 954-497-1440 to arrange for inspection prior to delivery. Any work not to BSO Fleet

Services satisfaction, shall be redone by the Proposer at no additional charge to BSO.

3.7.3.4 Proposer must be able to perform Pre-Delivery Manufacturer Inspections on vehicles, if requested. The cost of this service will be paid by the Manufacturer directly.

3.7.3.5 BSO will not be responsible for additional fees or costs, including but not limited to, fuel surcharge or mileage. Proposer should take this into consideration when submitting pricing.

3.7.3.6 BSO Fleet Services reserves the right to reject any equipment/part or workmanship which it may deem unsuitable for use or not in accordance to industry standards, in BSO's discretion.

3.7.3.7 BSO Fleet Services interpretation of pre-defined specifications shall be final and binding.

3.7.3.8 BSO Fleet Services will make no allowances or concessions to a Proposer for any alleged misunderstanding of quantity, quality, location or other conditions of the work specified herein.

3.7.3.9 Proposer shall be required to complete the entire work or any part thereof, to the satisfaction of the BSO Fleet Services in strict accordance with resulting Agreement.

3.7.3.10 The Proposer shall not make any additions, changes, alterations or omissions, or perform extra work, except with prior written authorization of the BSO Fleet Services.

3.7.3.11 Proposer will conduct final equipment tests, inspections and training exercises under the supervision of the BSO Fleet Services.

3.7.3.12 Proposer's staff who are responsible for configuration of equipment must be familiar with local codes and procedures for safe emergency vehicle siren and light operation.

3.7.3.13 Proposer must be a factory authorized distributor for the products(s) provided as a result of this RLI.

3.7.4 REPORTING OF ACCIDENTS

3.7.4.1 In the event of accidents of any kind to or on BSO property, the Proposer shall furnish WITHOUT DELAY, copies of all such accident reports to the BSO Fleet Services. The vendor is responsible for any damages that occur to the vehicle while it is in their possession.

3.7.5 INSTALLATION

3.7.5.1 Labor Rate

Proposer's shall indicate a "per hour" shop labor rate for any services other than bundled installations.

3.7.5.2 Requirements

3.7.5.2.1 All wiring must be wire tied and loomed and secured to the vehicle. All wiring should be color coded or hot stamped to identify each wire and its function. Wiring will follow a consistent color scheme. Wiring diagrams must be available to BSO Fleet Services upon request.

3.7.5.2.2 All installations must be properly fused and wired as to the factory specifications set forth by both the vehicle and equipment manufacturers.

3.7.5.2.3 The placement of emergency equipment must be approved by the BSO Fleet Services prior to installation.

3.7.5.2.4 All installation will have electrical installations, (i.e. circuit breaker or fuse).

3.7.5.2.5 All lighting and siren packages will not exceed capability of vehicles electrical system.

3.7.5.2.6 All mounting hardware used on the exterior of the vehicle must be BSO approved.

3.7.5.2.7All Lightbar cables must be sealed using an appropriate black gasket type silicone. Connection should use 3M brand water resistant connectors and be heat shrunk, when applicable and/or requested by BSO.

3.7.5.2.8 Proposer should have a current drop ship code for various vehicles, based in Broward County, and will be responsible for delivery of completed vehicles to BSO Fleet Services at no additional cost.

3.7.5.2.9 Proposer should be able to produce a minimum of 10 complete builds per week, to include complete patrol vehicle builds.

3.7.6 SUB-CONTRACTORS

All work should be performed by Proposer's employees. However, where Proposer intends to use a subcontractor to complete any work or to provide any services under this contract, written notice and approval by BSO Fleet Services prior to such use. The Broward Sheriff's Office reserves the right to approve or

disapprove the use of any or all such subcontractors and/or to set conditions, restrictions, or limitations upon such use.

Any subcontractors used shall be required to comply with the RLI's terms and conditions and the Proposer shall be responsible for the performance of any subcontractor.

3.7.7 PURCHASE ORDERS/INVOICES

Invoices for each completed vehicle must include a unique number, reference the Contract and fully detail all related costs as follows:

Bundled Items
The name of the Bundle Item
The date the vehicle arrived and the date work was completed
VIN

Non-Bundled Items
Parts (individually listed with price)
Labor (broken down by the hour for each task)
The date the vehicle arrived and the date work was completed
VIN

All requests for work will be done by quote based on the terms and conditions of this RLI. After receipt of the request, the Proposer will quote from the appropriate product catalog less the discount per this RLI, the hourly rate per this RLI, and the amount of hours it will take to complete the task or based on the Bundle Item. After receipt of a quote, a Purchase Order will be processed and forwarded to the Proposer.

3.7.8 GUARANTEE

The Proposer warrants that all goods, materials, and workmanship furnished, whether furnished by the Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

During the term of the Agreement, Proposer guarantees items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office. Warranty for all parts and labor will be for a minimum term of five years, regardless of the manufacturer's standard parts warranty.

Proposer must guarantee a “one working day” response time from the receipt of the vehicle to diagnose warranty issues under the labor agreement.

3.7.9 PRODUCT INFORMATION

Product literature, specifications, and technical information, including Manufacturer’s Safety Data Sheets (MSDS) should be provided with response as an attachment to the “**RLI FORM**”.

3.7.10 NEW MERCHANDISE

Proposer will guarantee items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office.

3.7.11 WARRANTY SERVICES

The Proposer shall warrant and guarantee all work performed and parts installed by Proposer or its subcontractors for a minimum of five (5) years.

3.7.11.1 All parts installed by Proposer on or in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer’s or reseller’s warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. Proposer will take all steps in facilitating the naming BSO as the owner and holder of all such warranties.

3.7.11.2 All work is fully and completely warranted for by original equipment manufacturer’s or reseller’s warranties, and if there is no such original equipment manufacturer’s or reseller’s warranties, then for five (5) years after the date of the completion of the Proposer’s Services to the vehicle;

3.7.11.3 The materials, parts and supplies shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

3.7.11.4 Proposer should perform warranty services within 72 hours when equipment is available. There will be no substitutions of brand names or part numbers unless the old part number has been discontinued and replaced with a new part number.

3.7.12 TOWING SERVICES

The Proposer shall provide towing services for ALL BSO vehicles and equipment which is inoperable as determined at the discretion of BSO. The cost of
any BSO vehicle that is being towed to or towed from one of BSO's service centers or to a subcontractor will be invoiced separately to BSO by the Proposer with no mark up, and capped at a maximum cost of $50.00 per tow. Estimated amount of tows are 200 per year.

4. **RESPONSIBILITIES OF PROPOSER:** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.

Attachment A

Alternative or Equivalent Bundled Product Price Sheet

Installation and Labor must be included in the bundled total price

	Quantity	Part Number	Price	Alternative Part Description	Alternative Manufacturer	Alternative Part Number	Alternative Price
COMMUNITY SERVICE AIDE (SUV) SETUP							
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION	**1X**	HHS4200	Included				Included
FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND ARROWS. CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES.	**1X**	IW8AR	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	**1X**	SA315P + SAK	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	**1X**	185080F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS	**2X**	HERO-A	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS	**2X**	HERO-W	Included				Included
HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED	**4X**	HERO-ADAPTER	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODSCAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE.	**1X**	COMMANDERPLUS6	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE	**2X**	L-3 L	Included				Included
SHO-ME BRAND 3 OUTLET CIGAR PLUG	**1X**	14.0553	Included				Included
HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE	**1X**	PKG-PSM-3013	Included				Included
HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES	**1X**	UT-1006	Included				Included
HAVIS PENTAX POCKETJET PRINTER HOLDER	**1X**	C-PM-1001	Included				Included
AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS	**1X**	MZL-26	Included				Included

3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV	**1X**	TINT-SUV	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	**1X**	TINT-STRIP	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN 4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.	**1X**	INSTALLATION	Included				Included
Total Bundled Price			$				$
MARKED PATROL CHEVY SILVERADO BUILD SHEET							
WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.	**1X**	EB2-STT-BB	Included				Included
WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD	**1X**	C399 + CCTL7	Included				Included
INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC	**1X**	C399K9	Included				Included
DUAL TONE SIREN AMP MODULE FOR SIREN	**1X**	CEXAMP	Included				Included
VEHICLE TO VEHICLE SYNC MODULE	**1X**	CV2V	Included				Included
WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET	**2X**	SA315P +SAK	Included				Included
SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS	**2X**	ULB9LDC-RBWW	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	**1X**	185080F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**2X**	HERO-A	Included				Included
HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE	**2X**	358118481	Included				
HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**1X**	HERO-W	Included				
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANDERPLUS6	Included				Included

TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING	**2X**	5176T-6SR	Included				Included
PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE	**1X**	12D-RBW	Included				Included
TUFFY BRAND UNDERBENCH LOCKBOX	**1X**	352-01	Included				Included
HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT	**1X**	C-VSW-1900-SIOLV-PM	Included				Included
HAVIS SIDE MOUNT ARM REST	**1X**	C-ARM-102					
TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER	**1X**	C-MD-112	Included				Included
VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND	**1X**	C-HDM-214	Included				Included
PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES	**1X**	UT-1006	Included				Included
HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS	**1X**	CUP2-1001	Included				Included
LOCKING CUBBY FOR CONSOLE	**1X**	C-AP-0945-L	Included				Included
COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE. HAVIS.	**1X**	C-FP	Included				Included
AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES	**1X**	MZL-26SR	Included				Included
60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE	**1X**	ERUN-STRIP-RBW	Included				Included
PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT	**1X**	PRPSP55412SIL19A	Included				Included
PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS	**1X**	WB54NPSIL19	Included				Included
SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPONS MOUNTS VERTICALLY BETWEEN SEATS	**1X**	SC-920-VERTICAL	Included				Included
25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA	**2X**	LL2500	Included				Included
METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS	**1X**	4421 + 44214	Included				Included

CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.	1X	16518177 +80 +78	Included				Included
3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY	1X	TINT-2DOOR	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60" STRIP LOCATED UNDER THE REAR TAILGATE.	1X	INSTALLATION	Included				Included
Total Bundled Price			$				$
MARKED PATROL CHEVY TAHOE BUILD SHEET							
WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.	1X	EB2-STT-BB	Included				Included
WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD	1X	C399 + CCTL7	Included				Included
INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC	1X	C399K6	Included				Included
DUAL TONE SIREN AMP MODULE FOR SIREN	1X	CEXAMP	Included				Included
VEHICLE TO VEHICLE SYNC MODULE	1X	CV2V	Included				Included
WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET	2X	SA315P +SAK	Included				Included
SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS	2X	ULB9LDC-RBWW	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	1X	185080F	Included				Included

HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**2X**	HERO-A	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANDERPLUS6					Included
SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE)	**1X**	COMMANDERPLUS8	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE	**2X**	L-3 L	Included				Included
TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING	**1X**	5168T-6SR	Included				Included
PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE	**2X**	12D-RBW	Included				Included
MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON	**1X**	M844282-A	Included				Included
BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.	1X	7126-7611	Included				Included
HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS	**1X**	SBX-5012	Included				Included
HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT	**1X**	VSW-1005-TAH-PM	Included				Included
HAVIS SIDE MOUNT ARM REST	**1X**	C-ARM-102	Included				Included
TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER	**1X**	C-MD-112	Included				Included
VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND	**1X**	C-HDM-214	Included				Included
PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND SMALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES	**1X**	UT-1006	Included				Included
HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS	**1X**	CUP2-1001	Included				Included
COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER	**1X**	C-FP	Included				Included

AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES	**1X**	MZL-26SR	Included				Included
PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT	**1X**	PRPSP5714T21A	Included				Included
REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS	**1X**	S5702T21	Included				Included
PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS	**1X**	WB57NPT21	Included				Included
SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS	**1X**	SC-920-VERTICAL	Included				Included
CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.	**1X**	16518177 +80 +78	Included				Included
3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY	**1X**	TINT-2DOOR	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW.	**1X**	INSTALLATION	Included				Included
Total Bundled Price			$				$
UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET							
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION	**1X**	HHS4200	Included				Included
WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE	**1X**	ISFW54X-RBW	Included				Included

SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED	**2X**	ULB9LDC-RBWW	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	**1X**	SA315P + SAK	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER	**1X**	185050F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**4X**	HERO-A	Included				Included
HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE	**2X**	HERO-21	Included				Included
HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED	**4X**	HERO-ADAPTER	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANERPLUS6	Included				Included
SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANDERPLUS8					Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE	**4X**	L-3 L	Included				Included
TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS	**2X**	TCRWX5 + TCRB					Included
MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON	**1X**	M844282-A					Included
BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.	**1X**	7126-7611	Included				Included
HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS	**1X**	SBX-5012	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS	**1X**	TINT-SUV	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	**1X**	TINT-STRIP	Included				Included

INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED'S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED'S, AND INNER EDGE	**1X**	INSTALLATION					Included
Total Bundled Price			$				$
UNDERCOVER SEDAN BASIC BUILD SHEET							
			Included				Included
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION	**1X**	HHS4200	Included				Included
SVP DUO DUAL DASH LIGHT R/B WITH WHITE OVERRIDE. INCLUDES FLASH BACK SHROUD AND MOUNTS TO VEHICLE WITH NO HOLES DRILLED IN HEADLINER	**2X**	ULB9LDC-RBWW	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	**1X**	SA315P + SAK					Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER	**1X**	185050F	Included				Included
RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS	**4X**	VTX609J	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH	**1X**	COMMANDERPLUS6					Included
STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE OF FLASHING RED AND BLUE AND STEADY BURN WHITE FOR TAKEDOWN MODE. 12 DIODES	**2X**	12D-RB-W	Included				Included
L- BRACKET FOR MOUNTING GRILL LIGHTS	**2X**	4X-LB	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE	**2X**	L-3	Included				Included
BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP TOP LID. 14W BY 37D BY 10H INCLUDES GAS SPRING TO HOLD OPEN LID. 3 MEDECO HIGH SECURITY RESTRICTED COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION	**1X**	7126-7530	Included				Included
KIT CONSITING OF 5/8" CABLE LOCK 5' LONG AND HEAVY DUTY "D"RING MOUNTED TO REAR OF LOCK BOX	**1X**	CABLELOCK	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SEDAN. ALL WINDOWS	**1X**	TINT-SEDAN	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	**1X**	TINT-STRIP	Included				Included

INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL LIGHTS MUST BE SMOKED. TAKEDOWN BUTTON STEADY BURNS THE FRONT WINDOW LED'S IN WHITE. SCENE BUTTON STEADY BURNS BOTH THE FRONT WINDOW LED'S IN WHITE AS WELL AS THE GRILL LIGHTS IN WHITE.	**1X**	INSTALLATION					Included
Total Bundled Price			$				$

Attachment "B"

Proposer's Current and Past Contracts over the last 8 years

Provide a list of all Government Contracts you were engaged in for a period of a minimum of five (5) years or longer in providing similar scope of services during the past eight (8) years for the same or similar services which are the subject of this RLI and provide all information requested below. Include any contract that has ended, terminated, expired or cancelled (collectedly "Terminated") for any reason during the past eight (8) years.

Government Agency Name	Solicitation Type	Contract Period, including amendments and extensions (collectively "Contract Term")	Dollar Amount of Contract per year and for the Contract Term	Average Number of Vehicles processed per week	Total Number of Vehicles completed during the Contract Term	Indicate whether the contract was Terminated for any reason before the termination or expiration date of the contract, including amendments and extensions, and if so, why.

PROPOSAL QUESTIONNAIRE

	QUESTION	RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal
1.	State how your company intends to comply with all the elements indicated in this RLI.	
2.	List your company's current inventory of equipment as it relates to this RLI.	
3.	Does your company have the facilities to receive the vehicles direct from the factory and store until they are fitted to perform the initial PDI? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement.	_____ Yes _____ No
4.	Provide any special features, qualifications, corporate strengths, and any other factors that the Proposer believes are relevant to the selection process.	
5.	Please describe your current training program for the employees that will be assigned to this contract.	
6.	Does your company have Certified EVT technicians? If yes, how many and of those, how many will be assigned to this contract? Please provide proof of the certified EVT's. **Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as Exhibit 3.6.4.5**.	
7.	Does your company have the ability to produce 10 complete builds per week? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. **Response should be uploaded to BidSync/Periscope Holdings Inc.**	_____ Yes _____ No

PROPOSAL QUESTIONNAIRE

	QUESTION	RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal
	when submitting the proposal and labelled as Exhibit 3.7.6.2.9.	
8.	Indicate the current manufacturer certifications you maintain which are relevant to this RLI. **Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as Exhibit 3.7.2.4.**	
9.	State any credit holds with any supplier, currently and within the past 12 months.	
10.	Please provide other manufacturer's not listed on items 6 – 51 that your facility is authorized to install and service. For each manufacturer, please list the corresponding percentage discount off manufacture's list price.	

DRUG FREE WORKPLACE CERTIFICATION
RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The Proposer's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and psychological service; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
- (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Legal Company Name)

Electronic Signature (Print Name)

AFFIDAVIT

RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

OR

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1. Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2. Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.

Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.

(Company Name)

Electronic Signature (Print Name)

PROPOSAL ACKNOWLEDGEMENT FORM

RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Office

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.

Legal Company Name:

Electronic Signature Proposer's Authorized Representative's Name:

Representative's Title:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

NON-COLLUSION CERTIFICATE

I, _____, representing _____ (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: _____, Solicitation Title: _____ ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By: _____ _____ 20_____

Signature Date

_____

Printed Name and Title

Federal Employer Identification Number _____

EQUAL BENEFITS CERTIFICATION

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.8.10 of the Purchasing Bureau's Standard Operating Procedures (hereafter referred to as "SOP's"); and certifies the following:
(**Please check only one below**).

☐ 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.

☐ 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Contractor will not comply with the requirements of the SOP's at time of award.

☐ 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**

☐ The Contractor's price proposal for the initial contract term is $100,000 or less.

☐ The Contractor employs less than five (5) employees.

☐ The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Contractor does not provide benefits to employees' spouses.

☐ The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)

☐ The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

(Legal Company Name)

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.8.10

Contractors Shall Offer Equal Benefits for Domestic Partners:

A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.

B. Definitions.

1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.

2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.

3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.

4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over $100,000.

5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.

6. "Dependent" means a person who lives within the household of a domestic partnership and is:

   a. A biological child or adopted child of a Domestic Partner; or

   b. A dependent as defined under IRS regulations; or

   c. A ward of a Domestic Partner as determined in a guardianship proceeding.

C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.

D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply where:

1. The Contractor does not provide benefits to employees' spouses; or

2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or

4. The Contractor is a governmental agency; or

5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or

6. The Contract is for the lease of real property; or

7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or

8. The provisions of this section would violate or be inconsistent with grant requirements; or

9. The Contract is necessary to respond to an emergency; or

10. The Sheriff waives the requirements of this section in the best interests of the agency.

E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:

1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.

2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.

3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.

4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.

F. Applicable Dates: That this Policy shall become effective on adoption. This section shall be applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print **or type** See Specific Instructions on page 2.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; 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) ▸

☐ 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 maintaind outside the U.S.)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

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 on page 3.

Sign Here Signature of U.S. person ▸ Date ▸

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

By signing the filled-out form, you:

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

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years.
However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.
Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.
[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1) M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

	individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-
b. So-called trust account that is not a legal or valid trust under state law	trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at
1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SCRUTINIZED COMPANY CERTIFICATE
RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Office

I, _____, representing _____ (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: _____, Solicitation Title: _____ ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria,.

By: _____ _____ 20____
Signature Date

_____
Printed Name and Title

Federal Employer Identification Number _____

_____
Printed Name of Firm

Address of Firm

SUBMITTAL DOCUMENT 4

List any court cases, litigation, judgments, settlements of cases; and debarments and/or suspensions (Legal/other Actions) within the past three (3) years of the Proposer and/or its P

State the type of Action (litigation, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each)("Named Parties")	Provide a summar

SUBMITTAL SECTION

RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Off

1. COMPANY PROFILE: Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with lega to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

Legal Company Name	Indicate if Corporation, Partnership Or Individual submitting Proposal
Company Street Address	Electronic Signature Name of Officer Submitting Proposal
City, State, Zip Code	Title of Officer Submitting Proposal
Federal ID Number	E-Mail Address of Officer Submitting Proposal
Telephone Number	Cell # of Officer Submitting Proposal
FAX Number	

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:
2. State of Incorporation:
3. President's Name:
4. Vice President's Name:
5. Secretary's Name:
6. Treasurer's Name:
7. Name and Address of Resident Agent:

B. If Proposer is a partnership, answer the following:

1. Date of Organization:
2. Name, address and ownership of all partners:
3. State whether a general or limited partnership:

C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents,

E. Under what other former names has your organization operated?

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

G. SALE, ACQUISITION OR MERGER:

i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes ☐ No ☐

ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes ☐ No ☐

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☐

If Yes, please explain:

2. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and p

Yes ☐ Name(s) and Position(s)

No ☐

3. BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt # Expiration Date

Does your firm have a Broward County Occupational License?

Yes ☐ No ☐

If yes, label and attach file as "**Submittal Document 3.1**". Also, have you included a copy of your license in the proposal and attached as

Yes ☐ No ☐

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corpor Company Name).

State of FL, Div. of Corporations Document #

Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes ☐ No ☐

If yes, label and attach file as **"Submittal Document 3.2".** Also, have you included a copy of your license in the proposal and attached a

Yes ☐ No ☐

3.3 List other Licenses, include copy with Proposal and label as "**Submittal Document 3.3**":

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS (LEGAL/OTHER ACTIONS):

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this s Proposer and its Principals. "Case" includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported acti firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint ve

Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professior

"Principals" mean the following:

(A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who hav corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classes ownership interest in the voting stock of the corporation.

(B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 per in the partnership, association, trust, or other entity.

(C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indir or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability compar

(D) A parent and/or a subsidiary of your firm.

Has your firm or its "Principals" had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions

Yes ☐ No ☐

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each) ("Named Parties")	Provide a summary/natu

5. COMMUNITY BETTERMENT PROGRAM:

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

☐ Yes ☐ No

If Yes, include copy of certification with your Proposal. Label file as **"Submittal Document 5"** and upload into BidSync.

6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff's Offices, other Florida Police Department and/or other F other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

Other Florida Sheriff's Office(s)	Yes ☐	No ☐
Other Florida Police Department(s)	Yes ☐	No ☐
Other Florida Governmental Agencies	Yes ☐	No ☐

7. EXPERIENCE:

7.1 Number of years your firm has provided services as outlined in this Solicitation:

7.2 How long has your company been in business?

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☐

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as **"Submittal Document 7.4"** anc

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as **"Submittal Document 7.5"** and upload into Bi

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualificatior

(a) *Experience Summaries* – For each key person that will be assigned to the services/project, the submittal must include an experie prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the cont *attachment to the submittal.*
Label file as **"Submittal Document 7.6. (a)"** and upload into BidSync.

(b) *Team Organization Chart* – A graphic representation of the team members that will be assigned to the service/project. The ch personnel that the firm will assign to the project.
Label file as **"Submittal Document 7.6. (b)"** and upload into BidSync.

(c) *Addresses* – The address of the office in which each key person currently works.
Label file as **"Submittal Document 7.6. (c)"** and upload into BidSync.

(d) *Prior Work Experience* – Each submittal should include a description of no less than three (3) services/projects similar in type described in the submittal should have been undertaken by the responding firm within the previous five (5) years.
Label file as **"Submittal Document 7.6. (d)"** and upload into BidSync.

7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be p in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. I performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSy

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

Submittal Document 4	**Yes** ☐	**No** ☐
Submittal Document 5	**Yes** ☐	**No** ☐
Submittal Document 7.4	**Yes** ☐	**No** ☐
Submittal Document 7.5	**Yes** ☐	**No** ☐
Submittal Document 7.6. (a)	**Yes** ☐	**No** ☐
Submittal Document 7.6. (b)	**Yes** ☐	**No** ☐

Submittal Document 7.6. (c)	**Yes** ☐	**No** ☐
Submittal Document 7.6. (d)	**Yes** ☐	**No** ☐
Submittal Document 7.7	**Yes** ☐	**No** ☐

GENERAL TERMS AND CONDITIONS
RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

Emergency Equipment for Vehicles for Broward Sheriff's Office

SECTION ONE – GENERAL

1.1. Proposals must be submitted electronically at www.BidSync.com **on or before the specified time and date on the bid document.**

1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.

1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.

1.4. COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.: All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.

1.5. CONFIDENTIAL & PROPRIETARY: Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal.** An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.
Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.

1.6 PUBLIC RECORD: Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

(a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.

(b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to SHERIFF.

(d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF 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.

(e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S 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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

1.7 AGREEMENT PROVISIONS:

1.7.1 Awarded Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Awarded Proposer shall meet all State and

Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the Contract.

1.7.2 In the event no exceptions are included on the Agreement Exception Form, then Awarded Proposer agrees to the terms and conditions found within the attached Sample Agreement. In the event exceptions are included on the Agreement Exception Form by the Awarded Proposer, then BSO reserves the right, in its sole and absolute discretion, to accept or reject any or all of the proposed changes and if the parties cannot come to an agreement, BSO can proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO. Additionally, BSO reserves the right, at any time, to add, modify and delete any of the terms and conditions provided in the Sample Agreement subject to Awarded Proposer's agreement. In the event Awarded Proposer does not agree, BSO can either agree or proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO.

1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.

1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize sub-contractors or independent contractors to fulfill the terms of any resulting agreement provided:

1.9.1 Written approval by BSO, and

1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and

1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.

1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.

1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.

1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.

1.13 INSURANCE: Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement to BSO and if not submitted with the executed agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the Agreement shall be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future solicitations to BSO.

Contractor shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

1.13.1 Commercial General Liability: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million ($2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than $500,000 for each disease, and $500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.

1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils, except wind and flood.

1.14 INDEMNIFICATION:
Contractor shall indemnify, hold harmless and defend the SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

PLEASE NOTE: Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:
If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten

(10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.

1.17 AUDIT

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars ($1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
1.18.2 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars ($1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

1.19 Verification of Employment Eligibility:

1.19.1 In accordance with, §448.095, Florida Statutes, Awarded Proposer shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Awarded Proposer enters into a contract with a subcontractor performing work or providing services on its behalf, Awarded Proposer shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

1.19.2 Every Awarded Proposer shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Awarded Proposer may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

1.19.3 The Awarded Proposer certifies that:
1.19.3.1. The Awarded Proposer and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
1.19.3.2 The Awarded Proposer and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
1.19.3.3 The Awarded Proposer will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
1.19.3.4 The Subcontractor will provide the Awarded Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
1.19.3.5 The Awarded Proposer must maintain a copy of such affidavit.
1.19.3.6 The Broward Sheriff's Office may terminate this Agreement on the good faith belief that the Awarded Proposer or its Subcontractors knowingly

violated Florida Statutes 448.09(1) or 448.095(2)(c).

1.19.3.7 If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), the Awarded Proposer may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated.

1.19.3.8 The Awarded Proposer is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Agreement.

1.20 Foreign Influence:

Awarded Proposer represents and warrants that it has made any applicable disclosures to BSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

1.21. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

1.21.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

1.21.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.

1.21.3 No award will be made to an offeror listed on the SAM Excluded list.

1.22 Test Period: The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must **both** be accepted by the Broward Sheriff's Office (BSO.)

Test Period - Services

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

Test Period - Product

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained

in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

1.23 **Termination:** The Agreement and the parties' performance may be terminated upon the following events:

1.23.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulate herein.

1.23.2 **Termination without Cause.** BSO shall have the right to terminate the Agreement without cause and for BSO's convenience by providing the Awarded Proposer with thirty (30) calendar days written notice. Awarded Proposer will be paid for services or goods delivered up to the date of termination.

1.23.3 **Termination for Cause.** In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or these terms and conditions.

1.23.4 **Termination for Lack of Funds.** In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County (or if this Agreement is funded by way of a grant source, then in the event the funds to finance this Agreement become unavailable or are not allocated by that grant source), BSO may provide Awarded Proposer with thirty (30) days written notice of termination.

1.23.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

1.23.5.1 Awarded Proposer's violation of the Public Records Act;

1.23.5.2 The insolvency, bankruptcy or receivership of Awarded Proposer;

1.23.5.3 Awarded Proposer's violation or non-compliance with NON-DISCRIMINATION Section of these terms and conditions; or

1.23.5.4 Awarded Proposer fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions.

1.23.5.5 Awarded Proposer submits a false certification as provided in Sections 1.18 through 1.20 above.

Neither the expected termination nor the expiration of the Agreement shall relieve Awarded Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services/products until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the Awarded Proposer's duty to indemnify and defend BSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

1.24 **Non-Discrimination:** Awarded Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Awarded Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Awarded Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Awarded Proposer, its successors, transferees, and assignees for the period during which services/products are provided. The Awarded Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.25 **CALEA Standards & Criminal Justice Information Services Standards**

1.25.1 If the Awarded Proposer is providing computer or telecommunication services that stores, transmits or copies (or facilitates any of the forgoing) data originating from BSO and/or Awarded Proposer is providing services offered by the Awarded Proposer interfaces with, or Awarded Proposer needs access to, any of the BSO'S Criminal Justice Information Systems ("CJIS") which contain Criminal Justice Information ("CJI") (as defined by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE") and includes but not limited to any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges) then the following provisions apply to this Agreement:

1.25.2 Ownership of all data originating from BSO and sent to, or hosted by, the Awarded Proposer remains the BSO'S exclusive property. To the extent that the Awarded Proposer needs access to such data to deliver the services contemplated within the parties' Agreement, the Awarded Proposer is allowed such limited access and limited use. Upon expiration of this Agreement for any reason, said limited access to the data shall expire and Awarded Proposer shall provide BSO copies of all data hosted and/or stored by Awarded Proposer under this Agreement in a commercially accepted downloadable format (for example, XLM format and WORD format) or allow BSO access to such data for downloading up to ninety (90) days after the termination of this Agreement without any additional cost or expense.

1.25.3 The storage (cloud storage or otherwise) of the data considered to be CJI shall only occur by Awarded Proposer in servers and/or data centers and/or computer systems physically located in the United States or its territories and Indian Tribes and/or Canada and subject to the respective governmental jurisdictions (U.S. federal government, individual U.S. State governments, U.S. Indian Tribes or the Royal Canadian Mounted Police).

1.25.4 The software and/or hosting services being provided by the Awarded Proposer to BSO shall use the latest security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO'S data will be stored in

mirrored, redundant, secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Awarded Proposer agrees to institute commercially reasonable restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this Agreement. Awarded Proposer shall provide layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Awarded Proposer shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Awarded Proposer shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO'S systems and/or services being provided by Awarded Proposer.

1.25.5 Awarded Proposer shall have in place a disaster recovery plan that includes the recovery of critical systems (i.e., systems that provide software services to customers) in event of Awarded Proposer's full or partial data center outage. The plan must include at a minimum, the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (i.e. suitable generator). The Awarded Proposer must be able to execute the disaster recovery plan within moments of a disaster declaration. Awarded Proposer must test its disaster recovery plan annually.

1.25.6 Awarded Proposer agrees to comply with all security protocols, handling, storing, hosting, transmitting and copying of CJI data on CJIS in accordance with the latest version of the Criminal Justice Information Services Security Policy (CSP) published and updated periodically by the FBI and can be found here: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center and the most current CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7) both of which are incorporated herein by reference into the parties' Agreement.

1.25.7 Awarded Proposer shall comply with the FBI CJIS Security policy screening requirements for all staff, employees, subcontractors, agents and/or vendors that will have unescorted physical or logical access to criminal justice information and/or access to any Broward Sheriff's Office facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security Awareness training that is renewed every two years. Awarded Proposer may not fingerprint its own employees, subcontractors or agents and fingerprinting must be taken/rolled/printed by a recognized law enforcement agency or an FDLE-approved third-party vendor.

1.25.8 All of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors who access or handle in any way, BSO'S CJIS or CJI the appropriate security awareness training via the CJIS online application and update and maintain the same throughout the duration of this Agreement. Awarded Proposer shall maintain the Security Addendum Certification form mandated by CSP and provided by BSO'S CJIS Compliance unit to Awarded Proposer for each of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors with access to BSO'S CJI or CJIS.

1.25.9 Awarded Proposer and any staff, employee, subcontractors, agents and/or vendors shall follow all requirements pertaining to their operations when accessing, storing, transmitting or handling CJI found in Florida Statute 501.171 and the FBI CJIS Security Policy.

1.25.10 If the services rendered by Awarded Proposer under this Agreement is in noncompliance with any FBI or FDLE regulations pertaining to the accessing, storing, transmitting or handling CJI, as updated and modified from time to time by FBI and/or FDLE, then Awarded Proposer shall take all necessary action to bring its services into compliance as soon as possible. BSO reserves the right to deny physical and/or logical access to a contractor that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by Awarded Proposer, BSO may terminate the Agreement and Awarded Proposer shall allow BSO the ability to recapture BSO'S data as more fully described herein and Awarded Proposer shall facilitate BSO'S efforts in recovering said data from Awarded Proposer's systems.

SECTION TWO
RLI PROCEDURES

2.1 SELECTION/NEGOTIATION PROCESS: It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.

2.2 CONE OF SILENCE: This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the **Cone of Silence** is found on the website at: http://www.sheriff.org (Use search box in Upper Right of Screen and type in Lobbyist) - click on "Purchasing Bureau" to access the **Lobbyist Policy**.

2.3. ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):

2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.BidSync.com. Such request must be received by the Question Deadline stated on BidSync.com. Questions received after the Question Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.

2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.

2.3.3. **Addenda Acknowledgement**: The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

2.4. ADDENDA: In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.

2.5 MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS: See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.

2.6. REVIEW OF PROPOSALS: Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.

2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.

2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.

2.6.3 PRESENTATIONS/INTERVIEWS: The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities.

Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.

2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.

2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.

2.7.4 Withdrawal of Proposal: Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 Open-End Contract:

2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.

2.7.5.2 Ordering: BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

2.8 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this solicitation and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the solicitation. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this solicitation and re-solicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this solicitation without any award and/or "piggyback" off of another existing government contract and/or GSA.

2.9 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the

discretion of BSO Purchasing Bureau Director.

2.10 Solicitation/Award Protest Procedure: BSO's Protest Procedure is located on our website: http://www.sheriff.org , (Use search box in Upper Right of Screen and type in Protest - click on **Protest Procedure).**

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Proposer's submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO's Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

☐ There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or

☐ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change

Legal Company Name:

Electronic Signature:
Company's Authorized Representative:

Name **Title**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. BSO cannot contract with these types of providers if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.

5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.

7. The Broward Sheriff’s Office may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.

CERTIFICATION

The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

Signature _____ Date _____

Name _____ Title _____

Company Name _____

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. IF THIS FORM IS BEING REQUESTED AS PART OF A SOLICITATION, IT MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

In accordance with, §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify

Every Contractor shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Contractor may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Contractor, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The Broward Sheriff's Office may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Date

Confidentiality Agreement

#

Note: To be completed by those involved in the solicitation process and for Successful Proposer employees involved in the project after award.

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with _____, an independent contractor, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned _____ ("Assignee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services Assignee may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Assignee agrees as follows:

I. Acknowledgment of Confidentiality. Assignee hereby acknowledges that (he / she) may be exposed to confidential information including, without limitation, criminal intelligence information,
(Circle one of the above)
criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include:

(i) Information already known or independently developed by Assignee and/or CONTRACTOR;

(ii) Information in the public domain through no wrongful act of CONTRACTOR and/or Assignee, or

(iii) Information received by CONTRACTOR and/or Assignee from a third party who was free to disclose it.

II. Covenant Not to Disclose. With respect to the Confidential Information, Assignee hereby agrees that during the term of rendering services or performing work and at all times thereafter Assignee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, Assignee executes this Confidentiality Agreement on the date set forth below.

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

Electronic Signature *(Individual's Name)*	Date
Witness	Date

REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the Proposer

PROPOSER'S COMPANY NAME:_____

Name of Reference Agency: _____

Address of Reference: _____

Contact Information of Reference:

_____ _____
Name Title

_____ _____
Phone # E-Mail Address

1. Reference Company a. Type of Business _____
   b. Estimated # of employees_____

2. Project Name: _____

3. Project Amount: _____

4. Description of services provided by Vendor:_____

   _____

5. Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

6. Would you use this vendor again? Yes No If No, please explain:_____

   _____

7. Contract term - begin/end dates that Proposer has provided Services to you.

   (If there were any breaks in services, please state reason and duration of the break):

   _____

   _____

8. Is Proposer still providing services to your agency? If not, please elaborate: _____

   _____

9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. _____

10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?

    _____

PROPOSER'S COMPANY NAME: _____

11. What is response time for addressing concerns?_____

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

_____

_____

Please rate your experience with the Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a) Responsive				
b) Accuracy				
c) Deliverables				
2. Vendor's Organization:				
a) Staff expertise				
b) Professionalism				
c) Staffing Turnover				
d) Timeliness of Project				
e) Deliverables				
3. Project completed within budget				
4. Cooperation with:				
a) Your Firm				
b) Subcontractor(s)/ Subconsultant(s)				
c) Regulatory Agency(ies)				

Additional Comments: (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

_____ _____

Name & Signature of Agency Representative Title

_____

Date

NOTICE TO VENDORS PROVIDING SOCIAL SECURITY NUMBERS TO BSO

With regard to formal solicitations issued by the Broward Sheriff's Office (BSO), BSO requires a background check for any individual requesting to attend pre-bid conferences, site visits and/or work at secure facilities. In order to conduct the background check, the Broward Sheriff's Office collects the social security number for each such individual. Collection of your social security number is voluntary. If you choose not to provide your social security number to BSO for the purpose of a background check, you will not be granted access to secure areas, including jail facilities, and will not be able to attend pre-bid conferences and/or site visits, including those that are mandatory.

All social security numbers collected by the Broward Sheriff's Office are confidential and exempt from Florida's Public Records Act. Pursuant to s. 119.071(5), a public agency in Florida may request a social security number from an individual when it is imperative for the performance of the Agency's duties and responsibilities as prescribed by law.

Your social security number will not be utilized for any purpose other than the purpose stated.

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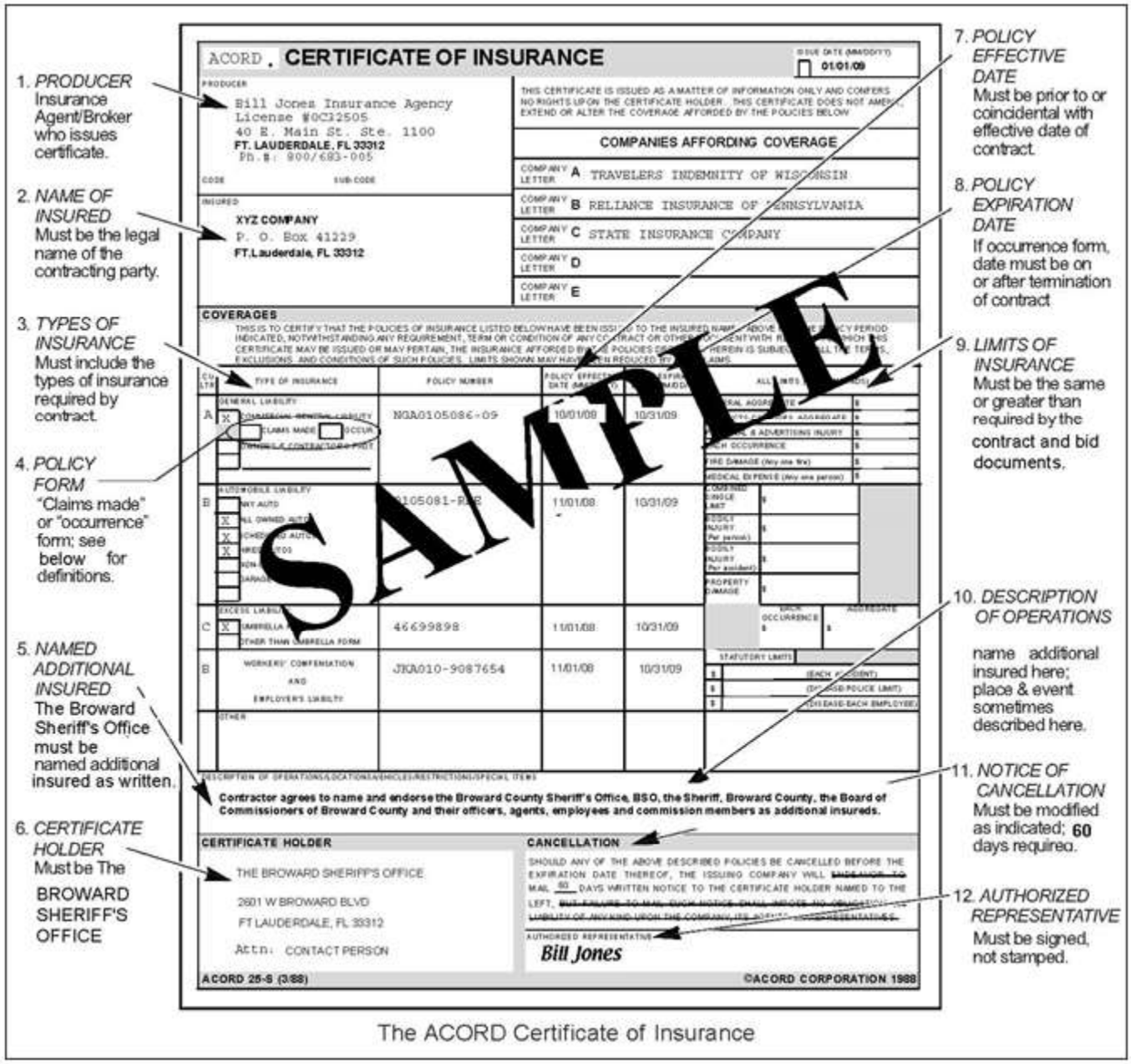
INSURANCE CERTIFICATE SAMPLE

BROWARD SHERIFF'S OFFICE

Quick Tips

Understanding the Acord Certificate of Insurance



The ACORD Certificate of Insurance

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date".

5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies

6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.

7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.

8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.

9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.

10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.

11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."

12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office

AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
[Contractor's Name]
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and **[Contractor's Name]** a Florida **[Business Entity Type]** authorized to do business in the State of Florida with its principal place of business at **[Address 1, Address 2, City, State, Zip-Code]** (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, BSO issued RLI #23004AP (attached hereto and marked as Exhibit A) requesting letter of interest, and statement of qualifications and experiences for "Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

1.1 **Agreement** means this document and the exhibits attached hereto.

1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.

1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.

1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and

conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator for this Agreement is Scott Barnett, BSO Fleet Manager or his designee.

1.5 **Contractor** shall mean **[CONTRACTOR'S NAME]** and its successors and assigns.

1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include vehicles owned or operated by U.S. Marshall's Office (approximately 11 vehicles) and Attorney General's Fraud Unit (approximately 60 vehicles) or any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.

1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

SECTION II
TERM

2.1 The initial term of this Agreement shall be three (3) years commencing on **[Month Day, Year]** and expiring on **[Month Day, Year]**, unless otherwise extended or terminated in accordance with the terms of this Agreement.

2.2 BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III
OBJECTIVES AND PERFORMANCE STANDARDS

3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:

a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;

b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;

c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;

d. Provide the best value in terms of the quality and timely performance of Services;

e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;

f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;

g. Maintain open communication with BSO's Contract Administrator and staff;

h. Establish and/or maintain a safety program that meets the highest industry standards;

i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;

j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;

k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;

l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.

3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV
NON-EXCLUSIVE AGREEMENT

4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.

4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.

4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. Additionally, in such cases of Piggybacking, BSO's service order shall take first precedence to other governmental entities service order.

SECTION V
SCOPE OF SERVICES

5.1 NORMAL HOURS OF OPERATION: CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.

5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE International;
NFPA (National Fire Protection Association);
UL (Underwriters Laboratories Inc.);
OSHA 1910.95 "Permissible Noise Exposure"; and
Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

a. Estimate Requirements: All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).

b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.

d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any instillations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.

e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.

f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.

g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).

j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.

k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to suppliant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.4 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars ($50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

SECTION VI
CONSIDERATION/INVOICING

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant is Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacture of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

a. BSO purchase order number
b. The date of the report
c. Cost of labor
d. Cost of subcontractor services
e. Number of Cost of supplements
f. Contract serial number
g. BSO vehicle identification number
h. Vehicle identification number
i. Total number of reworks
j. Total labor rates with labor hours
k. Work order number
l. Description of work performed and reason for repair
m. Detail itemized parts listing and pricing and serial numbers of parts
n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional

documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:
CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.
Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII
TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII
HIDDEN DAMAGE OR CONDITIONS

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

SECTION IX
REWORK

9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.

9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs

for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.

9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X
LIABILITY/INDEMNIFICATION

10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.

10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.

10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.

10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees',

agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI
DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII
CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.

12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.

12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.

12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XIII
CONTRACTOR'S FACILITY(IES)

13.1 LOCATION OF SERVICE

CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.

13.2 FACILITY COMPLIANCE

CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.

13.3 FACILITY SAFETY & SECURITY

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV
EQUIPMENT, TOOLS, AND FURNITURE

14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.

14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV
PERMITS, TAXES, AND LICENSES

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI
INSURANCE

16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.

16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive

subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 for aggregate disease.

b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million ($2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars ($1,000,000).

d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million ($1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.

e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars ($2,000,000.00) and to

include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than $2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.

f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of $100,000 per vehicle. Coverage shall include both the unit being towed and its contents.

f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.

16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or

by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.

16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.

16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII
WASTE & DISPOSAL OF PARTS

17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII
INSPECTION OF WORK

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX
WARRANTY

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;

b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;

c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and

d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX
REPORTING / RECORDS

20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).

20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said

digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.

20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.

20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.

20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

(a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.

(b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to BSO.

(d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO 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.

(e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO

with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI
MEETINGS

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII
ANNUAL PERFORMANCE REPORT

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII
INDEPENDENT CONTRACTOR

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV
SUBCONTRACTING

24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.

24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV
TERMINATION

25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written

notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.

25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

25.4 Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

a) CONTRACTOR'S violation of the Public Records Act;
b) The insolvency, bankruptcy or receivership of CONTRACTOR;
c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.

25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI
WAIVER

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII
SURVIVORSHIP OF BENEFITS

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII

ENTIRE AGREEMENT

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX
SEVERABILITY

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX
CIVIL RIGHTS REQUIREMENTS

30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.

30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI
CONFIDENTIALITY

31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the

aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.

31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:

a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.

31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII
PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of $2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

SECTION XXXIII
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:

Colonel Oscar Llerena
Department of Administration
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:
General Counsel Terrence Lynch
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:
[Contractor's Agent/Representative]
[Contract's Name]
[Address 1]
[Address 2]
[City, State Zip-Code]

SECTION XXXVI
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXXVII
MISCELLANEOUS

37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein”, “hereof”, “hereunder”, and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND [Contractor's Name] FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.

CONTRACTOR: [Contractor's Name]

_____ Date: _____
Authorized Representative's Signature

_____
Print Name/Title

FEIN: _____

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____ Date: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Approved as to form and legal
sufficiency subject to execution
by the parties:

By_____
Terrence Lynch, Executive Director
General Counsel
Office of the General Counsel

EXHIBIT A
BSO RLI #23004AP

EXHIBIT B
CONTRACTOR'S PROPOSAL TO BSO RLI #23004AP

EXHIBIT C
LIST OF SUBCONTRACTORS

If left blank, then none.

EXHIBIT D
CONFIDENTIALITY

WHEREAS, GREGORY TONY, Sheriff of Broward County ("SHERIFF") has entered into an Agreement with CONTRACTOR'S NAME, ("CONTRACTOR") wherein Contractor will be performing certain work and services for SHERIFF.

WHEREAS, CONTRACTOR has assigned _____ ('Employee/Agent") to perform such work on behalf of CONTRACTOR; and

WHEREAS, when performing such work and providing such services Employee/Agent may have access to SHERIFF data, information, memorandum, documents and ideas.

WHEREAS, when performing such work and providing such services Employee/Agent may come in contact with information or documents of a confidential nature, including but not limited to, information related to undercover vehicles.

NOW THEREFORE, in consideration of SHERIFF's allowing Employee/Agent to perform services and for other good and valuable consideration, Employee/Agent agrees as follows:

I. Acknowledgment of Confidentiality. Employee/Agent hereby acknowledges that Employee/Agent may be exposed to confidential and proprietary information of the SHERIFF including, without limitation, criminal intelligence information, criminal investigative information, undercover vehicles, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, Employee/Agent hereby agrees that during the term of rendering services or performing work and at all times thereafter Employee/Agent shall not disseminate, use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose. Employee/Agent shall not take pictures or videos or sound recordings of any of SHERIFF'S vehicles or SHERIFF'S equipment unless authorized specifically authorized under section 20.2 of the parties' Agreement or unless otherwise specifically authorized by SHERIFF in writing.

IN WITNESS WHEREOF, Employee/Agent has made and executed this Agreement on the date indicated below. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

_____ _____

Employee/Agent Signature Date

_____

Print Name

EXHIBIT E
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The vendor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; and/or

(ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

_____ _____
(Vendor Signature) (Company Name)

_____
(Print Name) (Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____ as _____ (title) of _____ known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____
(Signature)

_____
(Print Name)

My commission expires: _____

EXHIBIT F
SCRUTINIZED COMPANY CERTIFICATE

I, _____, representing _____
(name of corporation/partnership/agency) am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the forgoing person or business entity to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract or executing a new contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that the forgoing named person or business entity is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

By: _____ _____20___

Signature Date

_____
Printed Name and Title

Federal Employer Identification Number __-_____

_____
Printed Name of Firm

_____
Address of Firm

Question and Answers for Solicitation #23004AP - Emergency Equipment for Vehicles for Broward Sheriff's Office

Overall Solicitation Questions

There are no questions associated with this Solicitation.

AGREEMENT FOR EMERGENCY EQUIPMENT FOR VEHICLES

This Agreement for the provision of emergency equipment for vehicles ("Agreement") is entered into this 13 day of Feb, 2024, ~~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 **The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us**, 2681 Hammondville Road, Pompano Beach, Florida 33069, a company 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 emergency equipment for its fleet of public safety vehicles (the "Services") to the VILLAGE; and

WHEREAS, the Office of Gregory Tony, as Sheriff of Broward County, Florida, through its competitive selection process, awarded a contract for the provision of Emergency Equipment for Vehicles ("Broward Sheriff's Contract"), RLI-23004AP, to the VENDOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the effective date of the Broward Sheriff's Contract with VENDOR was June 5, 2023, with an initial term of three (3) years, with two (2) additional single year renewal options at the sole discretion of the Sheriff's Department; and

WHEREAS, the VILLAGE desires to obtain the Services from VENDOR and accept VENDOR's pricing by piggy-backing the Broward Sheriff's Contract, including all terms, conditions and pricing therein; and

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE to provide the Services based on the pricing and terms and conditions of the Broward Sheriff's Contract; and

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Broward Sheriff's Contract. The Broward Sheriff's Contract with the VENDOR, including all attachments, exhibits and amendments thereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Broward Sheriff under the Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Broward Sheriff's Contract and pricing therein, the VENDOR shall provide emergency equipment for vehicles as requested by the VILLAGE.

4. Term. The term of this Agreement shall commence upon execution of this Agreement by both parties and shall run concurrently with the term of the Broward Sheriff's Contract, currently set to expire on June 5, 2026. If the Broward Sheriff's Contract is extended for an additional one (1) year term as provided therein, the Village Manager shall be authorized to approve the extension of this piggyback Agreement for the same one (1) year term through the following July 5.

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

    (a) All written modifications and amendments hereto;
    (b) This Agreement;
    (c) The Broward Sheriff's Contract (including the Request for Proposals, RLI #23004AP, Vendor's Proposal, and Contract, and all attachments and exhibits thereto).

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

    (a) All written modifications and amendments hereto;
    (b) This Agreement;
    (c) The Broward Sheriff's Contract.

6. Compensation to Vendor. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Broward Sheriff's Contract. The total compensation paid by the VILLAGE to the VENDOR under this agreement shall not exceed the sum of $ 75,000 annually. The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.

7. Miscellaneous Provisions.

    7.1 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.

7.2 VENDOR shall maintain the insurance as required in Broward Sheriff's Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

7.9 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.

7.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is executed by the Village. The term of this contract shall be for a term to mirror the Cooper City Contract renewal term which shall expire on May 28, 2024.

7.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

8. Palm Beach County Inspector General. 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.

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

(a) Keep and maintain public records required by the VILLAGE to perform the service.

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.

(d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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.

10. Indemnity. The parties recognize that the VENDOR is an independent vendor. The VENDOR 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 VENDOR, its agents, officers, Vendors, subvendors, employees, or anyone else utilized by the VENDOR in the performance of this Contract. The VENDOR'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 VENDOR against the VILLAGE and the VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, VENDOR 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 VENDOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving VENDOR of any of its obligations hereunder. If the VENDOR assumes control of the defense of any third party claim in accordance with this paragraph, the VENDOR 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 VENDOR 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 VENDOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. VENDOR 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.

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, Company certify that they, their affiliates, suppliers, subvendors and any other vendors 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.

12. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the VENDOR 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 subvendors to do the same;

    (b) Secure an affidavit from all subvendors stating that the subvendor 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 subvendor affidavits for the duration of this Agreement and provide same to the VILLAGE upon request;

    (d) Comply fully, and ensure all of its subvendors 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; and

(f) Be aware that a violation of Section 448.095(5) by a subvendor, and not the VENDOR, shall be grounds for the VILLAGE to order the VENDOR immediately terminate the contract with the subvendor; and

(g) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the VENDOR 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, the parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

BY: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney

[Signatures continued on next page]

VENDOR:

The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us

By: _____

Print Name: Tomer Hanina

Print Title: G. M.

CORPORATE SEAL:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence/ ☐ on-line notar ization this 14TH day of February, 2024 ~~2023~~ by Tomer Hanina, as General Manager of **The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us,** a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known to me as identification.

Notary Public

FAITH BARNETT

Print Name: FAITH BARNETT

My commission expires: 07/26/2027

FAITH BARNETT
Notary Public
State of Florida
Comm# HH426287
Expires 7/26/2027

STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	**45207**

Bill To:

PALM SPRINGS POLICE
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Ship To:

PALM SPRINGS POLICE
ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference	2024 CHEVY EQUINOX ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	**PRICE QUOTE PER BSO CONTRACT # 23004AP **THIS PRICE QUOTE IS FOR (1) 2024 CHEVY EQUINOX ADMIN (NO LAPTOP, NO CONSOLE, NO PRINTER, NO CAGE, NO RADIO, NO GUN LOCK) **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE WAS UPDATED ON 1/23/24 TO CURRENT DATE AND PRICES **PRICE QUOTE IS GOOD FOR 30 DAYS **			
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST $ 65.00 EACH	1	52.00	52.00
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST $ 856.00 EACH	1	496.48	496.48
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST $ 265.00 EACH	1	169.70	169.70
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET INCLUDED WITH SA315P	1	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED WHELEN LIST $ 168.00 EACH	2	97.44	194.88
TLIB	ION T-SERIES LINEAR LT BLUE WHELEN LIST $ 168.00 EACH	2	97.44	194.88
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 SRUS LIST $ 19.50 EACH	2	11.70	23.40
TIONBKT2	ION T-SERIES HORIZNTAL LICENSE PLATE BKT WHELEN LIST $ 49.00 EACH	1	28.42	28.42
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	2	149.88	299.76

Sales Tax (7.00%)	**$0.00**

Phone #	**Fax #**	**E-mail**	**Web Site**
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM

STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	45207

Bill To:

PALM SPRINGS POLICE
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Ship To:

PALM SPRINGS POLICE
ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference	2024 CHEVY EQUINOX ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	2	149.88	299.76
INSTALL	CUSTOM INSTALLATION PER HOUR INSTALL: 1 X BREAKER FOR LIGHT AND SIREN 1 X HHS4200 HAND HELD SIREN SYSTEM 1 X SA315P SPEAKER WITH SAK1 BRACKET 1 X TLIR DRIVER SIDE GRILL WITH T-BRKT 1 X TLIB PASS SIDE GRILL WITH T-BRKT 1 X ULB9LDC-RRWW ON DRIVER SIDE UPPER FRONT WINDSHIELD, WIRE FOR WARNING AND WHITE OVERRIDE 1 X ULB9LDC-BBWW ON PASS SIDE UPPER FORNT WINDSHIELD, WIRE FOR WARNING AND WHITE OVERRIDE 1 X TLIR DRIVER SIDE ON REAR LICENSE PLATE BRACKET 1 X TLIB PASS SIDE ON REAR LICENSE PLATE BRACKET 1 X ULB9LDC-RRWW IN REAR UPPPER HATCH, REAR FACING DRIVER SIDE 1 X ULB9LDC-BBWW IN REAR UPPER HATCH, REAR FACING PASS SIDE	17	69.00	1,173.00
TINT SUV	TINT PREMIUM 3M BRAND TINT FOR SUV TINT TO BE 28% ALL WINDOWS	1	155.00	155.00
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION TINT TO BE 28%	1	20.00	20.00

Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows:

EMERGENCY VEHICLE DIVISION QUOTES **VALID 30 DAYS**

SPECIALTY VEHICLE DIVISION QUOTES **VALID 10 DAYS**

Subtotal	**$3,107.28**
Sales Tax (7.00%)	**$0.00**
Total	**$3,107.28**

Phone #	Fax #	E-mail	Web Site
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STROBES-R-US

POMPANO BEACH LOCATION
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JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	45232

Bill To:

PALM SPRINGS POLICE
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Ship To:

PALM SPRINGS POLICE
ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference	2024 TAHOE ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP ****THIS QUOTE IS FOR ( ) 2024 TAHOE (CIVILIAN) ADMIN VEHICLES ****WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES ****THIS QUOTE WAS UPDATED ON 1/23/24, QUANTITY CHANGED TO (1) AND PRICES AND DATE UPDATED TO CURRENT ****THIS QUOTE IS GOOD FOR 30 DAYS ****			
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST $ 65.00 EACH	1	52.00	52.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST $ 264.70 EACH	1	158.82	158.82
16518178	STANDARD STROBES-R-US ADDON HARNESS TO WIRE FRONT LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180 SRUS LIST $ 39.83 EACH	1	23.90	23.90
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST $ 23.17 EACH	1	13.90	13.90
ISFW54X-DUO-RB/W	DUO FRONT UPPER FST WC 12 LAMP SERIES INNER EDGE FOR 2021 CHEVY TAHOE. BAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE WHELEN LIST $ 4395.00 EACH PACKAGE	1	2,549.10	2,549.10
ITRAYW10-IS548-DRBA	DUO REAR RST SERIES INNER EDGE FOR 2021 TAHOE AND SUBURBAN BAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW INCLUDED WITH PACKAGE	1	0.00	0.00

Sales Tax (7.00%) **$0.00**

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM

STROBES-R-US

POMPANO BEACH LOCATION
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JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	**45232**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2024 TAHOE ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED WITH PACKAGE	1	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED WITH PACKAGE	1	0.00	0.00
CANCTL5	CARBIDE/CANTROL HANDHELD CONTROLLER WHEN PURCHASED SEPARATELY COMES WITH PLASTIC BUTTON COVERS AND STICKER SHEET INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED WITH PACKAGE	1	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED WITH PACKAGE	1	0.00	0.00
COMMANDERELITE6-3R 3B	DUO 6 POD COMMANDER ELITE WARNING AND DIRECTIONAL PODS THAT GO ALL WHITE FOR SCENE 3 RED 3 BLUE PODS SIGNAL VEHICLE LIST $ 680.00 EACH	1	408.00	408.00
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3" SRUS LIST $ 19.50 EACH	1	11.70	11.70
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST $ 166.50 EACH	4	128.40	513.60
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR CHEVY SILVERADO/TAHOE FRONT TURN SIGNAL HELLA LIST $ 19.00 EACH	2	11.40	22.80
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST $ 38.00 EACH	2	23.40	46.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST $ 19.00 EACH	2	11.40	22.80
ULB9LDC-RBWW	STAR 9" MINI PHANTOM LED LIGHT (RED/BLU/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	2	137.50	275.00
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich	1	93.42	93.42

Sales Tax (7.00%)	**$0.00**

Phone #	**Fax #**	**E-mail**	**Web Site**
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM

STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	**45232**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2024 TAHOE ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	MAXIMMA LIST $ 109.90 EACH			
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE NON CONTRACT ITEM	1	138.50	138.50
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING PREPARE AND RUN HARNESS FOR LIGHTS AND SIREN, PREPARE LIGHTHEADS FOR WARNING AND WHITE OVERRIDE WHERE NEEDED INSTALL: 1 X BREAKER FOR LIGHTS AND SIREN 1 X CARBIDE SYSYTEM WITH: 1 X CCSRN5 WITH ODB2 INTERFACE CC5K6 1 X CCTL5 HAND HELD CONTROLLER 1 X SA315P SPEAKER BEHIND BUMPER SKIRT WITH SAK70 1 X FRONT INNEREDGE DUO FRONT UPPER WINDSHIELD 1 X REAR INNEREDGE DUO REAR UPPER HATCH 1 X COMMANDERELITE6-3R3B IN FRONT UPPER GRILL, WIRE FOR WARNING AND WHITE OVERRIDE 2 X HERO-W IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 2 X ULB9LDC-RBWW IN REAR SIDE CARGO WINDOWS, WIRE FOR WARNING AND WHITE OVERRIDE 1 X M844282-A CARGO LIGHT MOUNTED UNDER REAR INNEREDGE IN REAR HATCH 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION	24	69.00	1,656.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%)	2	60.00	120.00

Sales Tax (7.00%) **$0.00**

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1/23/2024	45232

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PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2024 TAHOE ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	TINT 28% ***NO RADIO TO BE INSTALLED***			

Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows:

EMERGENCY VEHICLE DIVISION QUOTES **VALID 30 DAYS**

SPECIALTY VEHICLE DIVISION QUOTES **VALID 10 DAYS**

Subtotal	**$6,106.34**
Sales Tax (7.00%)	**$0.00**
Total	**$6,106.34**

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TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	45209

Bill To:

PALM SPRINGS POLICE
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Ship To:

PALM SPRINGS POLICE
ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference 2024 TAHOE PATROL X 3

Product	Description	Qty	Cust. Price	Total
	**PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP ****THIS QUOTE IS FOR (3) 2024 TAHOE PPV MARKED PATROL **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE WAS UPDATED ON 1/23/24 TO CURRENT DATE AND PRICES **THIS QUOTE IS GOOD FOR 30 DAYS **			
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST $ 65.00 EACH	3	52.00	156.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST $ 264.70 EACH	3	158.82	476.46
16518178	STANDARD STROBES-R-US ADDON HARNESS TO WIRE FRONT LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180 SRUS LIST $ 39.83 EACH	3	23.90	71.70
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE 2 SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST $ 23.17 EACH	3	13.90	41.70
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	3	39.00	117.00
GB2-STT-RB	55" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST $ 4645.45 EACH PACKAGE	3	2,694.36	8,083.08

Sales Tax (7.00%) **$0.00**

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Ship To:

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230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference 2024 TAHOE PATROL X 3

Product	Description	Qty	Cust. Price	Total
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	3	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED IN PACKAGE	3	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED IN PACKAGE	3	0.00	0.00
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC INCLUDED IN PACKAGE	3	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	3	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED IN PACKAGE	3	0.00	0.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST $ 168.00 EACH	6	97.44	584.64
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 SRUS LIST $ 19.50 EACH	6	11.70	70.20
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST $ 166.50 EACH	12	99.90	1,198.80
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR 2020 CHEVY SILVERADO FRONT TURN SIGNAL HELLA LIST $ 19.00 EACH	6	11.40	68.40
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST $ 38.00 EACH	6	22.80	136.80
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST $ 19.00 EACH	6	11.40	68.40
COMMANDERPLUS8-4R4B	8 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 4 RED AND 4 BLUE PODS	3	373.45	1,120.35

Sales Tax (7.00%) **$0.00**

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Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2024 TAHOE PATROL X 3			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	SIGNAL VEHICLE LIST $ 622.42 EACH			
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" SRUS LIST $ 19.50 EACH	6	11.70	70.20
C-VS-1012-TAH-1	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle HAVIS LIST $ $780.00 EACH	3	507.00	1,521.00
MZL-26SRU	30 AMP TIMER FOR INSIDE VEHICLE CONSOLE. FEATURES 6 OUTPUTS TOTAL OF 30 AMPS. TIMER CAN BE SET FROM 15 MIN TO 8 HOURS TO CONTROL DOCKS, PRINTERS, CIG PLUGS, ETC. IN CONSOLE SRUS LIST $ 198.33 EACH	3	119.00	357.00
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	3	0.00	0.00
*	HAVIS FILLER PLATES TO ENCLOSE CONSOLE INCLUDED WITH CONSOLE	3	0.00	0.00
C-FP-2	2" Filler Plate INCLUDED WITH CONSOLE	3	0.00	0.00
C-FP-4	4" Filler Plate INCLUDED WITH CONSOLE	3	0.00	0.00
C-AP-0625-1	6" Accessory Pocket, 2.5" Deep HAVIS LIST $ 63.67 EACH	3	41.39	124.17
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount) HAVIS LIST $ 65.00 EACH	3	42.25	126.75
C-LP2-USB-BL2	Console Accessory Bracket With 2 Lighter Plug Outlets,1 USB-C & USB Type A Dual Port Charger And 2 Blanks For Rectangular Accessories HAVIS LIST $ 156.00 EACH	3	101.40	304.20
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST $ 182.00 EACH	3	118.30	354.90
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST $ 367.00 EACH	3	238.55	715.65
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount	3	119.60	358.80

Sales Tax (7.00%)	**$0.00**

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Reference 2024 TAHOE PATROL X 3

Product	Description	Qty	Cust. Price	Total
	HAVIS LIST $ 184.00 EACH)			
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices HAVIS LIST $ 372.77 EACH	3	242.30	726.90
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST $ 164.95 EACH	3	156.70	470.10
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST $ 13.00 EACH	3	12.35	37.05
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST $ 151.00 EACH	3	113.25	339.75
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. NOT FOR NEW TAHOES ONLY WORKS ON 2012 TO 2014 PRO-GARD LIST $ 1232.00 EACH	3	924.00	2,772.00
S5705T21OSB	2021 Tahoe PPV Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's PRO-GARD LIST $ 2243.00 EACH	3	1,682.25	5,046.75
WB57NPT21	2021 TAHOE VERTICAL WINDOW BARS FOR USE WITH OEM DOOR PANELS PRO-GARD LIST $ 330.00 EACH	3	247.50	742.50
SC-920-SRU-HORIZONTAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST $ 399.00 EACH	3	319.20	957.60
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich MAXXIMA LIST $ 109.90 EACH	3	93.42	280.26
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE NON CONTRACT ITEM	3	138.50	415.50
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	3	87.50	262.50

Sales Tax (7.00%) **$0.00**

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15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	45209

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2024 TAHOE PATROL X 3			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
INSTALL	NON CONTRACT ITEM CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	114	69.00	7,866.00

Sales Tax (7.00%) **$0.00**

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Reference	2024 TAHOE PATROL X 3			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	INSTALL: **ACTIVATE OEM HEADLIGHT AND TAILIGHT FLASHER** PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER CARBIDE SIREN LIGHT CONTROLLER FOR ALL EMERGECNY LIGHTING 1 X ECVDMLTAL00 (SAME LOCATION AS PREVIOUS TAHOES) 1 X INSTALL BREAKER 1 X HIGH AMP IGNITION CUT OFF RELAY 1 X LEGACY 55" LIGHTBAR 2 X TLIJ IN FRONT GRILL AREA WITH T-BRKT 2 X HERO-A IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9?) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 HIDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 1 X COMMANDERPLUS 8-POD LED STICK, WIRE FOR WARNING AND TA R/R/R/R/B/B/B/B 1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-TAH-1 CONSOLE 1 X MZL-26SRUS TIMER FOR ELECTRONICS IN CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X PLATE WITH 2-12VT OUTLETS AND UBS OUTLET 1 X DUAL CUP HOLDER (CUP2-1004) 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH			

Sales Tax (7.00%)	**$0.00**

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ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference 2024 TAHOE PATROL X 3

Product	Description	Qty	Cust. Price	Total
	MOUNT BRACKET (ASMTL-00331) 1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRISONER PARTITION WITH CENTER SLIDER AND MESH INSERT 1 X REAR TRANSPORT SEAT WITH OBS 1 X REAR CARGO BARRIER (MESH) 1 X WINDOW BARS 1 X SANTA CRUZ GUN LOCK MOUNT HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR			
INSTALL	CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	21	69.00	1,449.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	3	60.00	180.00

Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows:

EMERGENCY VEHICLE DIVISION QUOTES **VALID 30 DAYS**

SPECIALTY VEHICLE DIVISION QUOTES **VALID 10 DAYS**

Subtotal	**$37,672.11**
Sales Tax (7.00%)	**$0.00**
Total	**$37,672.11**

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1/23/2024	45211

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PALM SPRINGS POLICE
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Ship To:

PALM SPRINGS POLICE
ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP ****THIS QUOTE IS FOR (1) 2024 TAHOE PPV SLICKTOP ****WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES ****THIS QUOTE WAS UPDATED ON 1/23/24, QUANTITY CHANGED TO (1) AND PRICES AND DATE UPDATED TO CURRENT ****THIS QUOTE IS GOOD FOR 30 DAYS ****			
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST $ 65.00 EACH	1	52.00	52.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST $ 264.70 EACH	1	158.82	158.82
16518178	STANDARD STROBES-R-US ADDON HARNESS TO WIRE FRONT LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180 SRUS LIST $ 39.83 EACH	1	23.90	23.90
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST $ 23.17 EACH	1	13.90	13.90
75551	75 AMP RELAY NON CONTRACT ITEM	1	39.00	39.00
ISFW54X-DUO-RB/W	DUO FRONT UPPER FST WC 12 LAMP SERIES INNER EDGE FOR 2021 CHEVY TAHOE. BAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE WHELEN LIST $ 4395.00 EACH PACKAGE	1	2,549.10	2,549.10

Sales Tax (7.00%) **$0.00**

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Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
ITRAYW10-IS548-DRBA	DUO REAR RST SERIES INNER EDGE FOR 2021 TAHOE AND SUBURBAN BAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW INCLUDED WITH PACKAGE	1	0.00	0.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE INCLUDED WITH PACKAGE	1	0.00	0.00
CC5K6	CCSRN5 INSTALL KIT FOR 2021 TAHOE/SUB INCLUDED WITH PACKAGE	1	0.00	0.00
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC. NO CHARGE WHEN PURCHASED WITH CANTROL INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED WITH PACKAGE	1	0.00	0.00
SAK70	SA-315 MOUNT KIT 2021 PPV TAHOE BEHIND GRILL can be used both on driver and passenger side INCLUDED WITH PACKAGE	1	0.00	0.00
PSD02FCR	STRIPLITE+ DUO FLASHER RED/WHT WHELEN LIST $ 213.00	1	123.54	123.54
PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT WHELEN LIST $ 213.00 EACH	1	123.54	123.54
PSBKT90	SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD WHELEN LIST $ 31.00 EACH	2	17.98	35.96
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation) HELLA LIST $ 166.50 EACH	4	128.40	513.60
HERO-ADAPTER9	HIDEAWAY LED ADAPTER FOR CHEVY SILVERADO/TAHOE FRONT TURN SIGNAL HELLA LIST $ 19.00 EACH	2	11.40	22.80
HERO-21 TAHO HL CBL	2021 CHEVY TAHOE HEADLIGHT ADAPTER CABLE HELLA LIST $ 38.00 EACH	2	23.40	46.80

Sales Tax (7.00%)	**$0.00**

Phone #	**Fax #**	**E-mail**	**Web Site**
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STROBES-R-US

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2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
1/23/2024	**45211**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
HERO-ADAPTER10	HIDEAWAY LED ADAPTER FOR 2021 TAHOE REAR TURN HELLA LIST $ 19.00 EACH	2	11.40	22.80
SRUS-ERUNTAH-RBW	60 INCH ELITE RUNNER LIGHT FOR 21-23 CHEVY TAHOE DOORSTEP INTEGRATION, TRIPLE COLOR R/B-W, R/W-W OR B/W-W, WHITE OVERRIDE - FACTORY SMOKED SRUS LIST $ 649.00 EACH	2	389.40	778.80
ULB9LDC-RBWW	STAR 9" MINI PHANTOM LED LIGHT (RED/BLU/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	2	137.50	275.00
TLIJ	ION T-SERIES LINEAR SPLIT R/B WHELEN LIST $ 168.00 EACH	2	97.44	194.88
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich (NON CONTRACT ITEM BY MAXXIMA) MAXIMMA LIST $ 109.90 EACH	1	93.42	93.42
C-VS-1012-TAH-1	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle HAVIS LIST $ 780.00 EACH	1	507.00	507.00
MZL-26SRU	30 AMP TIMER FOR INSIDE VEHICLE CONSOLE. FEATURES 6 OUTPUTS TOTAL OF 30 AMPS. TIMER CAN BE SET FROM 15 MIN TO 8 HOURS TO CONTROL DOCKS, PRINTERS, CIG PLUGS, ETC. IN CONSOLE SRUS LIST $ 198.33 EACH	1	119.00	119.00
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	1	0.00	0.00
C-FP-3	3" Filler Plate INCLUDED WITH CONSOLE	2	0.00	0.00
*	HAVIS FILLER PLATES TO ENCLOSE CONSOLE INCLUDED WITH CONSOLE	1	0.00	0.00
C-AP-0625	6" accessory pocket, 2.5" deep (HAVIS LIST $ 62.11 EACH) HAVIS LIST $ 86.00 EACH	1	55.90	55.90
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount) HAVIS LIST $ 65.00 EACH	1	42.25	42.25

Sales Tax (7.00%) **$0.00**

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Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
C-LP2-USB-BL2	Console Accessory Bracket With 2 Lighter Plug Outlets,1 USB-C & USB Type A Dual Port Charger And 2 Blanks For Rectangular Accessories HAVIS LIST $ 156.00 EACH	1	101.40	101.40
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST $ 182.00 EACH	1	118.30	118.30
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST $ 367.00 EACH	1	238.55	238.55
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST $ 184.00 EACH	1	119.60	119.60
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices. This kit includes BOTH tall and short fingers in order to be compatible with all laptop sizes HAVIS LIST $ 372.77 EACH	1	242.30	242.30
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND ELECTRONICS LIST $ 164.95 EACH	1	156.70	156.70
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER LIND LIST $ 13.00 EACH	1	12.35	12.35
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer PRO-GARD LIST $ 151.00 EACH	1	113.25	113.25
PRPSP5714T21A	**NEW** 2021 TAHOE SPACE SAVER FRONT PARTITION WITHPOLY CENTER SLIDER WINDOW WITH EXP METAL INSERT UNDERSEAT EXTENSIONS. CENTER SLIDING WINDOW WITH MESH. PRO-GARD LIST $ 1232.00 EACH	1	924.00	924.00
S5705T21OSB	2021 Tahoe PPV Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's PRO-GARD LIST $ 2243.00 EACH	1	1,682.25	1,682.25
WB57NPT21	2021 Tahoe PPV Pair, Steel Window Bars (for use with OEM Door Panels only) PRO-GARD LIST $ 330.00 EACH	1	247.50	247.50
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	1	87.50	87.50

Sales Tax (7.00%)	**$0.00**

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Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
ML150LR-7019	NON CONTRACT ITEM RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE	1	138.50	138.50
SC-920-SRU-HORIZONTAL	NON CONTRACT ITEM CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6XL UNIVERSAL LOCK HEAD HORIZONTAL - INCLUDES 2 ROLL BAR CLAMPS SANTA CRUZ LIST $ 399.00 EACH	1	319.20	319.20
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	40	69.00	2,760.00

Sales Tax (7.00%)	**$0.00**

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ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	PREPARE AND RUN HARNESS FOR LIGHTS AND SIREN, PREPARE LIGHTHEADS FOR WARNING AND WHITE OVERRIDE WHERE NEEDED **ACTIVATE OEM FLASHER** INSTALL: 1 X BREAKER FOR LIGHTS AND SIREN 1 X HIGH AMP IGNITION CUT OFF RELAY 1 X CARBIDE SYSYTEM (SLICKTOP) WITH: 1 X CCSRN5 WITH ODB2 INTERFACE CC5K6 1 X SA315P SPEAKER BEHIND BUMPER SKIRT WITH SAK70 1 X FRONT INNEREDGE DUO FRONT UPPER WINDSHIELD 1 X REAR INNEREDGE DUO REAR UPPER HATCH 1 X PSD02FCR RED WHITE DUO IN FRONT DRIVER SIDE GRILL WITH PSBKT90, WIRE FOR WARNING AND WHITE OVERRIDE 1 X PSE02FCR BLUE WHITE DUO IN FRONT PASS SIDE GRILL, WITH PSBKT90, WIRE FOR WARNING AND WHITE OVERRIDE 1 X ULB9LDC-RBWW IN LOWER FRONT DASH CENTERED, WIRE FOR WARNING AND WHITE OVERRIDE 2 X HERO-W IN FRONT HEADLIGHTS WITH CORRECT ADAPTER (ADPATER-9?) AND CABLE (HERO-21 TAHO HL CBL) FLASH RED/BLUE, 2 X HERO-A IN REAR OEM TURN WITH ADAPTER-10 IDEAWAY LEDS HERO-A WITH HERO-ADAPTER10 IN TAIL LIGHTS, FASH RED/BLUE 2 X SRUS TAHOE RUNNERS ON RUNNING BOARDS, ONE EACH SIDE 2 X ULB9LDC-RBWW IN REAR SIDE CARGO WINDOWS, WIRE FOR WARNING AND WHITE OVERRIDE 2 X TLIJ IN REAR HATCH SO WHEN HATCH IS OPEN THESE LIGHT WILL FACE REAR FOR WARNING 1 X M844282-A CARGO LIGHT MOUNTED UNDER REAR INNEREDGE IN REAR HATCH INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-TAH-1 CONSOLE			

Sales Tax (7.00%) **$0.00**

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Ship To:

PALM SPRINGS POLICE
ATTN: Katelyn Niskanen
230 CYPRESS LANE
PALM SPRINGS, FL 33461

Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	1 X MZL-26SRUS TIMER FOR ELECTRONICS IN CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X 12VT PLATE WITH 3-12VT OUTLETS (C-LP-3) 1 X DUAL CUP HOLDER (CUP2-1004 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH MOUNT BRACKET (ASMTL-00331) 1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRISONER PARTITION WITH CENTER SLIDER AND MESH INSERT AND OBS 1 X REAR TRANSPORT SEAT 1 X REAR CARGO BARRIER 1 X WINDOW BARS 1 X SANTA CRUZ GUN LOCK MOUNT HORIZONTALLY ON PRO-GARD PARTITION ROLLBAR (SC-920-SRU-HORIZONTAL)			
INSTALL	CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	7	69.00	483.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28%	1	60.00	60.00

Sales Tax (7.00%) **$0.00**

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Reference	2024 TAHOE SLICKTOP X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	NO RADIO TO BE INSTALLED			

Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows:

EMERGENCY VEHICLE DIVISION QUOTES **VALID 30 DAYS**

SPECIALTY VEHICLE DIVISION QUOTES **VALID 10 DAYS**

Subtotal	**$13,596.41**
Sales Tax (7.00%)	**$0.00**
Total	**$13,596.41**

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Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Finance

ITEM #8: Approve Resolution 2024-06 adopting updated Investment Policy

SUMMARY: The Village updated its investment policy in February 2001, and a new update is required to include the latest requirements of Florida law enacted to F.S. as of July 1, 2023. This update also includes minor changes to make the policy more up-to-date.

The new policy affects how the Village invests funds, buys products and services, and works with certain vendors. It also requires financial institutions to make decisions based on each customer's unique risk factors and prohibits them from denying services based on non-quantitative factors.

Financial institutions must attest annually to comply with the new requirements, and qualified public depositories must also comply to avoid penalties. The Chief Financial Officer can verify compliance and impose penalties if necessary.

FISCAL IMPACT:
No fiscal impact

ATTACHMENTS:
1. Proposed Resolution No. 2024-06 Revised Investment Policy
2. Exhibit A - FA - 1 Investment Policy

RESOLUTION NO. 2024-06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE THE VILLAGE'S REVISED INVESTMENT POLICY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2001, the Village Council by resolution adopted an updated investment policy for the investment of Village funds; and

WHEREAS, in 2023, the Florida Legislature amended the statute governing local government investments to require that all investment decisions be based on the local government's unique risk factors and not based on non-quantitative factors, and provided general oversight of all such investments to the State's Chief Financial Officer; and

WHEREAS, a review of the 2001 Village investment policy revealed additional minor changes are necessary to update the policy; and,

WHEREAS, the Village Council of the Village of Palm Springs finds updating its investment policy is consistent with Florida law and serves a valid public purpose.

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

Section 1. Village of Palm Springs hereby adopts the Village of Palm Springs Revised Investment Policy attached hereto as Exhibit "A" and incorporated herein.

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			
KIM SCHMITZ, COUNCIL MEMBER			
GARY READY, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this _____day of March 2024.

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

	ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL		**SUBJECT:** Investment Policy	
	NUMBER FA - 1	**REVISIONS 2/12/2024**	**EFFECTIVE DATE: 2/8/2001**	**PAGE** 1 **OF** 7
	DEPARTMENT Finance Department	**APPROVED BY:**		

PURPOSE

The purpose of the Investment Policy is to establish guidelines for the efficient management of the Village's cash reserves.

SCOPE

The investment policy applies to all of the investment activity of the Village other than the pension funds when held by a third party custodian and/or money manager.

INVESTMENT OBJECTIVES

The Village's investment portfolio shall be managed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital in the overall portfolio. Investments shall be made based upon statutory constraints and subject to the available designated staffing capabilities.

A. Safety of Capital

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

* Limiting investments to the safest type of securities;
* Pre-qualifying the financial institutions, broker/dealers, and advisors with which the Village will do business.

* Diversifying the investment portfolio so that failure of any one issuer or instrument will not place an undue financial burden on the Village, and

* Monitoring all of the Village's investments monthly to anticipate a significant reduction of credit worthiness of any of the depositories.

2. Interest Rate Risk

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

* Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and

* By investing operating funds primarily in shorter-term securities.

B. Liquidity of Funds

The Village's investment portfolio must be structured in a manner which will provide that the securities mature at the same time as cash is needed to meet anticipated demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

C. Investment Income

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

1) a declining credit security could be sold early to minimize loss of principal;
2) a security swap would improve the quality, yield, or target duration in the portfolio; or
3) liquidity needs of the portfolio require that the security be sold.

D. Investment Decisions

In accordance with Section 218.415, Florida Statutes, the governing body or the respective principal officer of the Village of Palm Springs will make decisions based solely on pecuniary factors and may not subordinate the interests of its beneficiaries to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. As per Section 218.415, Florida Statutes, the term “pecuniary factor” means a factor that is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy of the Village of Palm Springs. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

PERFORMANCE MEASUREMENTS

As stated above, the investment income objective is to regularly exceed the average rate of return on three month U. S. Treasury Bills, or the average rate on Federal Funds whichever is higher. These indices are considered benchmarks for riskless investment transactions and therefore comprise a minimum standard for the portfolio's rate of return. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

PRUDENCE AND ETHICAL STANDARDS

Investments shall be made by competitive selection and the standard to be applied shall be the "Prudent Person" rule, which states: "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived." The Village Manager and Finance Director, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for specific security's credit risk or market price changes, provided that these changes are reported immediately, and that appropriate action is taken to control adverse developments.

AUTHORIZED INVESTMENTS

This section of the investment policy identifies the types of instruments in which the Village will invest its idle funds.

a. U.S. Government obligations, and U.S. Government agency obligations

b. State Board of Administration Local Government Surplus Trust Fund (also known as Prime Fund).

c. Securities of, or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

d. Certificates of deposit in state-certified qualified public depositories.

e. Repurchase agreements.

f. Savings accounts in state-certified qualified public depositories.

All other types of investments not specifically authorized above are prohibited by this investment policy.

MATURITY AND LIQUIDITY REQUIREMENTS

The Village's investment portfolio shall be structured to provide that sufficient funds from investments are available every month to meet the Village's anticipated cash needs. Subject to the safety provisions outlined above, the choice of investments and maturities shall be based upon an analysis of anticipated cash needs, existing and anticipated revenues, interest rate trends and specific market opportunities.

PORTFOLIO COMPOSITION

In order to meet the day-to-day operating needs of the Village and to provide the

ready cash to meet unforeseen temporary cash requirements, the Treasurer's Fund pooled cash account shall maintain a minimum of $1,000,000 in liquid investments defined as money market sweep accounts and the SBA Local Government Pool (Prime Fund), all as purchased under the dictates of this policy.

RISK AND DIVERSIFICATION

The Finance Director shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over investing in specific instruments. In establishing specific diversification strategies, the following general policies and constraints shall apply:

* Portfolio maturities shall be staggered in a way to avoid undue concentration of assets in a specific maturity sector.

* Maturities shall be selected which provide for stability of income and reasonable liquidity.

AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Before accepting funds or engaging in investment transactions with the Village, the supervisory officer at each depository and recognized securities investment institution/dealer shall submit a certification evidencing that there exists no potential conflicts, financial interests, marital or family interests between the Village's investment officers and the firm/depository or other risks to public funds that might arise out of business transactions. All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the Village's funds. The supervisory officer shall agree to exercise due diligence in monitoring the activities of other officers and subordinate staff members engaged in transactions with the Village. Employees of any firm or financial institution offering securities or investments to the Village shall be trained in the precautions appropriate to public sector investments and shall be required to familiarize themselves with our investment objectives, policies, and constraints. Securities with the Village shall meet a minimum capital adequacy requirement of 1.2 (or 120%) of the investment institutions/dealers calculated risks. The Village shall require continuous compliance with the Federal Reserve's capital adequacy. The firm will submit independent certification by an outside auditor or similar agency that it complied with the capital adequacy standard on its most recent balance sheet date.

THIRD-PARTY CUSTODIAL AGREEMENTS

To protect against potential fraud and embezzlement, the assets of the Village

shall be secured through third-party custody and safekeeping procedures. Bearer instruments shall be held only through third-party institutions. Securities held by a third party, and all securities purchased by, and all collateral obtained by, the Village should be properly designated as an asset of the Village. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by the authorization of the Finance Director or Village Manager.

Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer or money or securities will be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

For investments purchased from institutions that require the delivery of securities versus payment (including electronic book entry process), a safekeeping receipt shall be issued to the Village that fully describes the securities and evidence of clear ownership by the Village.

BID REQUIREMENTS

After the Village's cash flow needs have been determined, the approximate maturity dates and market conditions will be analyzed to determine the optimal type of investment. Whenever feasible and practical, the securities selected will be competitively bid through the authorized investment institutions and dealers.

CONTINUING EDUCATION

The Finance Director as Investment Officer must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

INTERNAL CONTROLS

The Finance Director is designated as the Investment Officer of the Village and is responsible for investment decisions and activities under the direction of the Village Manager. The day-to-day administration of the cash management program is handled by the Finance Director. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures so established.

The system of internal controls that are designed to safeguard the investments from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the Village, have been made a part of the operating procedures. Safekeeping procedures shall be reviewed annually by the

independent auditors.

REPORTING

The Finance Director shall report on investments held and earnings on those investments monthly. This information will be incorporated within the Finance Department monthly report that is provided to the Village Manager, and Village Council.

ACCOUNTING METHOD

Investments will be carried at cost. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities may be amortized over the life of the securities.

EFFECTIVE DATE

This investment policy is effective immediately upon its adoption by the Village Council.

1. Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. Amendment

This policy shall be reviewed on an annual basis. Any changes must be approved by the Village Council.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Finance

ITEM #9: Resolution No. 2024-09 - Budget Transfer from Council Contingency

SUMMARY: Staff is requesting that the Village Council consider a $97,340 General Fund Budget Transfer from Council Contingency.

The proposed budget transfer, if approved, would amend the following department budgets based on actual and estimated cost projections through the remainder of the fiscal year:

- Administration - $4,625 to cover the Fall Employee Appreciation Luncheon, Leadership Training, and hosting the City Manager Luncheon
- Finance - $12,301 to cover the renewal of DebtBook Software services for GASB 87 and GASB 96 and provide funding for the telepresence robot
- Human Resources - $7,000 to cover HRCC consulting fees
- Library - $4,834 to cover new exterior cameras
- Special Events - $68,580 to cover the estimated cost for expanded special events.

Additional information is available on the attached Budget Transfer/Amendment Form.

After this transfer, the Council Contingency will have a remaining $302,660.

FISCAL IMPACT:

This will reduce the Village Council budget by $97,340, and increase the following department budgets:

- Administration - $4,625
- Finance - $12,301
- Human Resources - $7,000
- Library - $4,834
- Special Events - $68,580

This does not impact the total General Fund Budget.

ATTACHMENTS:

1. Proposed Resolution No. 2024-09 Budget (Transfer) Amendment
2. Budget Summary AD FY24 Amendment No. 2 Council Contingency
3. Budget Transfer Council Contingency 0324

RESOLUTION NO. 2024-09

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET TRANSFER AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FROM COUNCIL CONTINGENCY TO MULTIPLE DEPARTMENTS DURING THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2023 Annual Operating Budget, pursuant to Ordinance No. 2023-11 on September 27, 2023; and

WHEREAS, the Village finds it is necessary and essential to amend the FY 2023-2024 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2023-2024 Amended Annual Operating Budget set forth herein serves a valuable public purpose.

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

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

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

Section 3. The revenues and expenses as set forth in "Exhibit A" are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2023-2024.

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

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of March 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2023 - 2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 12.4% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	$6,401,938		$412,907				$6,814,845
Voted Debt Service Ad Valorem Tax	**0.2319**				$424,358			$424,358
Sales and Use Taxes		$3,157,351						$3,157,351
Utility Service Taxes		$3,240,665						$3,240,665
Local Business Taxes		$395,500						$395,500
Permits and Fees		$3,110,700						$3,110,700
Intergovernmental Revenues		$4,549,459	$0					$4,549,459
Charges for Services		$3,399,588				$24,409,469	$528,837	$28,337,894
Fines and Forfeitures		$280,500				$571,746		$852,246
Miscellaneous Revenues		$1,405,380	$24,000	$15,000		$1,190,000	$48,000	$2,682,380
TOTAL SOURCES		**$25,941,081**	**$24,000**	**$427,907**	**$424,358**	**$26,171,215**	**$576,837**	**$53,565,398**
Transfers In		$2,429,132		$1,915,407		$164,220	$4,884,126	$9,392,885
Fund Balances/Reserves/Net Assets		$9,989,611	$6,661,846	$508,053		$9,973,714	$39,367	$27,172,591
TOTAL REVENUES, TRANSFERS & BALANCES		**$38,359,824**	**$6,685,846**	**$2,851,367**	**$424,358**	**$36,309,149**	**$5,500,330**	**$90,130,874**
EXPENDITURES/EXPENSES:								
Legislative		$647,987						$647,987
Executive		$1,104,085						$1,104,085
Finance		$1,038,642						$1,038,642
Legal		$225,000						$225,000
Human Resources		$444,883						$444,883
Information Technology		$1,505,906						$1,505,906
General Government		$393,757						$393,757
Planning, Zoning & Building		$1,407,743						$1,407,743
Law Enforcement		$20,198,051						$20,198,051
Sanitation		$1,729,946						$1,729,946
Water and Sewer Utility						$33,783,737		$33,783,737
Stormwater Utility							$5,500,330	$5,500,330
Public Works		$5,665,137						$5,665,137
Community Redevelopment Agency				$2,851,367				$2,851,367
Economic Development			$0					$0
Library		$1,086,933						$1,086,933
Parks and Recreation		$2,253,417						$2,253,417
Special Events		$245,430						$245,430
Debt Service					$424,358	$231,280		$655,638
TOTAL EXPENDITURES/EXPENSES		**$37,946,917**	**$0**	**$2,851,367**	**$424,358**	**$34,015,017**	**$5,500,330**	**$80,737,989**
Transfers Out		$412,907	$6,685,846	$0		$2,294,132		$9,392,885
Fund Balances/Reserves/Net Assets		$0	$0	$0	$0	$0	$0	$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$38,359,824**	**$6,685,846**	**$2,851,367**	**$424,358**	**$36,309,149**	**$5,500,330**	**$90,130,874**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

Amendment #2 Transfer from Council Contingency

VILLAGE OFPALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2023 - 2024

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01111-59900	Council Contingency	$ 400,000.00		$ 97,340.00	$ 302,660.00
01112-53400	Other Contractual Services	$ 54,984.00	$ 1,100.00	$ -	$ 56,084.00
01112-54800	Promotional Activities	$ 8,525.00	$ 3,525.00	$ -	$ 12,050.00
01113-53400	Other Contractual Services	$ 4,776.00	$ 6,800.00	$ -	$ 11,576.00
01113-56400	Machinery & Equipment	$ -	$ 5,501.00	$ -	$ 5,501.00
01115-53400	Other Contractual Services	$ 20,917.00	$ 7,000.00	$ -	$ 27,917.00
01771-55216	IT Equipment	$ 20,917.00	$ 4,834.00	$ -	$ 25,751.00
01774-53400	Other Contractual Services	$ 78,200.00	$ 19,865.00	$ -	$ 98,065.00
01774-54400	Rentals & Leases	$ 29,400.00	$ 25,672.00	$ -	$ 55,072.00
01774-54800	Promotional Activities	$ 19,200.00	$ 14,436.00	$ -	$ 33,636.00
01774-55200	Operating Supplies	$ 33,550.00	$ 8,607.00	$ -	$ 42,157.00
	TOTAL	$ 670,469.00	$ 97,340.00	$ 97,340.00	$ 670,469.00

EXPLANATION : Cover Fall employee appreciation lunch, Leadership Training and hosting City Mgr lunch, cover renewal of DebtBook software services for GASB 87 and GASB 96 compliance, new 3 yr agreement was approved by Council 1/11/24. Provide funding for the telepresence robot. Cover HRCC additional consulting fees in HR. Provide funds in the Library for new exterior cameras. Provide additional funding for the estimated costs of expanded special events.

Prepared by: _____ Date: 2/12/24

Approved by: _____ Date: 2/12/24

Finance Reviewed _____ Date: 2/12/24

____ Approved

____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by
Finance: _____ Date: _____

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Public Works

ITEM #10: Change Order No. 1 – Lakewood Road West of Kirk Stormwater Improvements (Task Order # 293) - Public Works Department (FY 2024 Budget Funded - Stormwater Enterprise/ARPA Funded) - R & D Paving, LLC.

SUMMARY: On September 14, 2023, the Village Council approved Task Order No. 293 with R & D Paving, LLC, for the Lakewood Road West of Kirk Stormwater Improvements project, for $1,307,925.69.

Due to extended material lead times during the procurement process, the Village's Contractor, R & D Paving, LLC, requested an additional 70 days to be added to the contract time. This request is memorialized in R & D's Proposed Change Order (PCO) #002.

Additionally, during a pre-mobilization inspection on Almar Road, several sinkholes were noted along the north section of the stormwater drainage system where the new drainage pipe was to connect to the existing infrastructure. The Village's Project Management Team along with the Village's Engineer (DRMP, Inc.), the Public Works Director, and the Village's Contractor (R & D Paving), evaluated the condition of the existing corrugated metal pipe (CMP) and determined that the CMP has deteriorated and is failing in multiple locations. Removing and replacing the CMP from structure S-12 to EX-17 was recommended. The total cost for the additional stormwater drainage pipe is $271,642.34. An additional 23 days to complete this work has also been requested. This is memorialized in R & D's PCO #005.

The Village's contracted Contractor, R & D Paving, LLC, and the Public Works department are requesting an amendment to the contract for Task Order No. 293 (Change Order No. 1) in the amount of **$271,642.34** and an additional **93** days to the contract time for these additional services.

FISCAL IMPACT:

Item	Contract Amount
Original Contract Amount	$1,307,925.69.00
Original Contract Time (Days)	240 Days
CO No. 1 Contract Price Increase	*$271,642.34*
CO No.1 Additional Days	*93 Days*
Revised Contract Amount	**$1,579,568.03**
Revised Contract Time (Days)	**333 Days**

If approved, the total cost of the Lakewood Road West of Kirk Stormwater Improvements within Task Order No. 293 will increase to $1,579,568.03 and 333 Days.

Funding to support the Lakewood Road West of Kirk Stormwater Improvements project (Task Order No. 293) was provided by the Stormwater Enterprise Fund/ARPA Fund.

ATTACHMENTS:

1. Proposed Change Order No. 1 - R & D Paving, LLC
2. Executed Agreement - R & D Paving, LLC

Change Order No. 1

Date of Issuance:	2/15/2024	Effective Date:	
Owner:	Village of Palm Springs	Owner's Task Order No.:	293
Contractor:	**R&D Paving, LLC.**	Project Bid No. (ITB #):	2023B-22
Engineer:	DRMP, Inc.	Engineer's Project No.:	18-0488.002
Project:	Lakewood Rd. West of Kirk Stormwater Improvements	NTP:	10/30/2023

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

Description:
Contract Time extension due to PCO #002 - Material Procurement delays. ,This change order also includes an increase in contract price and additional contract time extension due to PCO #005 – Additional Stormwater pipe replacement on Alamar Rd.

Attachments: *PCO #002, PCO #005*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,307,925.69	Original Contract Times: 210 Days / 240 Days Substantial Completion: May 27,2024 Ready for Final Payment: June 26,2024 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 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 1,307,925.69	Contract Times prior to this Change Order: Substantial Completion: May 27,2024 Ready for Final Payment: June 26,2024 dates
[Increase] ~~[Decrease]~~ of this Change Order: $ 271,642.34	[Increase] ~~[Decrease]~~ of this Change Order: Substantial Completion: 93 Ready for Final Payment: 93 days
Contract Price incorporating this Change Order: $ 1,579,568.03	Contract Times with all approved Change Orders: Substantial Completion: August 28,2024 Ready for Final Payment: September 27,2024 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Digitally signed by Patsy Fuschetto Date: 2024.02.16 10:51:35-05'00'	By: Kimberly Glas-Castro	By: Nancy G. Ross
DRMP, Inc.	Kimberly Glas-Castro (Feb 21, 2024 16:30 EST)	R&D Paving, LLC.
Title: Engineer	Title: Village Manager	Title: Managing Member
Date: 2/16/2024	Date 2/21/24	Date 2/21/24

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).

Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 1 to the Lakewood Rd. West of Kirk Stormwater Improvements Project on February 21, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

S/WBE - M/WBE
400 EXECUTIVE CENTER DR. STE 210
WEST PALM BEACH, FL 33401
(561) 588-6681

CO # 5R(2) - Drainage Replacement/Road Restoration(1/2 Road)

Date: Feburary 14, 2024

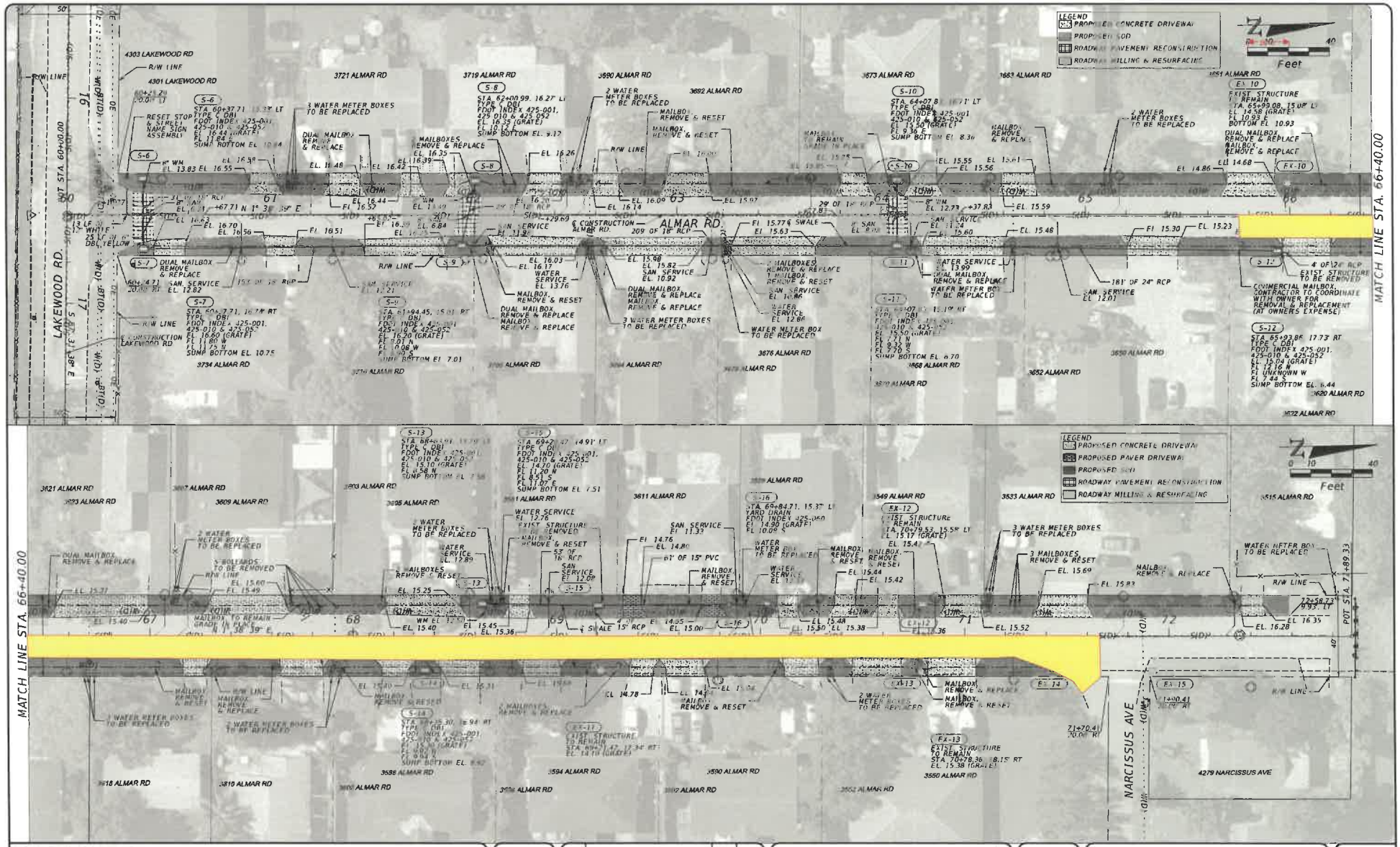
TO: Village of Palm Springs
226 Cypress Lane, Palm Springs, FL 33461

Project: Lakewood

ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Modify Existing Drainage Structure (EX-10, EX-11, EX-13 & EX-14	6	EA	$ 2,750.00	$ 16,500.00
2	Pipe Culvert, OPT Material RND 24"	529	LF	$ 275.00	$ 145,475.00
3	Regular Excavation	360	CY	$28.00	$ 10,080.00
4	Type B Stab.	767	SY	$28.70	$ 22,012.90
5	Optional Base Group 08	767	SY	$41.25	$ 31,638.75
6	Superpave Asphalt Conc. Traffic A(1.5")	63.91	TON	$347.30	$ 22,195.94
7	MOT	1	LS	$23,739.75	$ 23,739.75

TOTAL: **$271,642.34**

Matthew M. Donnell
Estimating Department



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

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

NO	REVISION	BY	DATE

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

SCALE: 1"=40'
APPROVED: AM
DRAWN: PF
CHECKED: AM
DATE:

ROADWAY PLAN

SHEET: 14
OF: 24

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5/8/2023 2:03:52 PM
P:\Projects18\18-0488.002_The_Village_of_Palm_Springs-Lakewood_Roa_CADD\roadway\PLANRD01.dgn

Johnson Davis Inc.

604 Hillbrath Dr.

Lantana, Fl 33462

Contact: **Cesar Carrillo**

Email: **ccarrillo@johnsondavis.com**

Cell #: **561-410-0496**

Job Name: Lakewood Road - CO-04
Bid Date: 2/9/24

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CO04.01	CONNECT TO EXIST STRUCTURE (EX10 EX11 EX13 EX14)	6.00	EA	2,500.00	15,000.00
CO04.02	24" PIPE (PROP S-12 TO EX-14)	529.00	LF	250.00	132,250.00
GRAND TOTAL					**$147,250.00**

NOTES:

* All MOT costs by Prime Contractor.
* Construction survey and certification as-builts by Prime Contractor.
* Density testing and concrete testing costs are not included.
* No restoration other than backfill is included in our proposal.
* Any clean and/or dry backfill material needed to achieve densities over our pipe is to be supplied to our crews at ditchside by Prime Contractor at no cost to Johnson-Davis.
* The cost of disposal of excess excavation, unsuitable excavation, asphalt, concrete and road base is NOT included in our proposal.
* Supply and placement of hay bales, rock bags, silt fence and silt screens are not included in our proposal.
* Cost of NPDES permit and monitoring by Prime Contractor.
* Portable sanitary facilities provided by Prime Contractor.
* Bond premium is not included in our proposal. J-D Bond rate is 1.5%
* Clearing and Grubbing is EXCLUDED and must be performed by others.
* One Mobilization is included in our proposal.
* Prime Contractor to supply light towers for any required night work.
* All costs associated with permit fees, inspection fees & impact fees will be paid by others and is NOT included in our proposal.
* Removal and disposal of existing drainage shown to be removed is included in the contract Clearing and Grubbing item.
* Initial and Final Sawcutting of existing asphalt for road cuts is not included in our proposal.
* Water meter and usage costs are not included in our proposal.
* J-D will Clean & TV the Drainage ONE Time for final inspection, once the pipe is accepted any additional cleaning will paid for by the Prime Contractor.
* J-D is not responsible for damage to completed work caused by others. Repairs to correct damage caused by others will only be undertaken upon receipt of an authorized change order for the full amount necessary to make the repairs.
* J-D will not participate in any wrap insurance programs such as Contractor Controlled Insurance Programs.
* J-D's proposal including all notes, terms, and conditions mentioned herein must be included in any agreement resulting from this proposal.
* All subcontracts issued to J-D are subject to review and acceptance by J-D.
* Unless otherwise indicated in writing, this proposal expires 30 days from the date of the proposal. This proposal may be extended for additional periods of time, at the sole discretion of J-D.
* Progress payments and Final payment to J-D shall be in accordance with Florida Statute 337.11.
* Retainage will be held from J-D at the same rate as the FDOT withholds from the Prime Contractor.
* J-D will install base and asphalt (supplied by Prime)in all road cuts.

* Prime to supply a competant asphalt person to assist J-D to insure the road cuts are smooth for the motoring public.

Thank you and Good Luck!

Date

Description of Work: 2 Flaggers 23 Days

Labor

Employee	Hours	Rate	Burden %	Total
Laborer	184.0	$ 16.00	46%	$ 4,298.24
Laborer	184.0	$ 16.00	46%	$ 4,298.24
MOT Foreman	184.0	$ 25.00	46%	$ 6,716.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Subtotal Labor				$ 15,312.48

Equipment

	Hours	Rate		Total
Pick Up Truck	184.0	$ 25.25		$ 4,646.00
				$ -
				$ -
				$ -
				$ -
				$ -
Subtotal Equipment				$ 4,646.00

Material

		$0.00
Subtotal Material		$0.00

Subcontractor

Acme			$750.00
Subtotal Subcontractor			$750.00

Subtotal	$ 20,708.48
Markup on L/E/M (15%)	$ 2,993.77
Markup on Sub (5%)	$ 37.50
Total	**$ 23,739.75**

CO #001 - RD Paving-Add' I Drainage-Alamar Rd_20240215

Final Audit Report 2024-02-21

Created:	2024-02-21
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO7_0rvXi4KXP_OqDWDFNlm986gVsKHeK

"CO #001 - RD Paving-Add' I Drainage-Alamar Rd_20240215" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-02-21 - 9:22:58 PM GMT- IP address: 151.132.2.218

Document emailed to kglas-castro@vpsfl.org for signature
2024-02-21 - 9:26:50 PM GMT

Email viewed by kglas-castro@vpsfl.org
2024-02-21 - 9:27:05 PM GMT- IP address: 104.47.65.254

Signer kglas-castro@vpsfl.org entered name at signing as Kimberly Glas-Castro
2024-02-21 - 9:30:09 PM GMT- IP address: 151.132.2.218

Document e-signed by Kimberly Glas-Castro (kglas-castro@vpsfl.org)
Signature Date: 2024-02-21 - 9:30:11 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.
2024-02-21 - 9:30:11 PM GMT

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

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

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by DRMP, Inc..

3.02 The Owner has retained Village Inspector ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

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

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

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

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

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

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

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

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

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

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

9. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages 1 to 87, inclusive).

   b. American Rescue Plan Act (ARPA) Contract Addendum.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Orders.

   d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail; however, precedence shall be given to any amendments, change directives, change orders, or field orders, beginning with the most recent in time. Wherever possible, the provisions of all Contract Documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

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

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 Indemnity

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of

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

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida 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/Per Claim (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/Per Claim	$1,000,000

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

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence/Per Claim	$1,000,000

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

   a. Village of Palm Springs

10.12 Public Construction Bond

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and the **original** recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass-through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

   a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

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

10.13 Audit by Village

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

10.14 Copies of Data/Documents

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

10.15 Ownership

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

10.16 Limitations of Liability

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

10.17 Enforcement Costs

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

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

10.18 Copyrights and/or Patent Rights

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

10.19 Protection of Property

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

10.20 Damage to Persons or Property

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

10.21 Discrimination

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

10.22 Construction Defects

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

10.23 Public Entity Crimes

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida 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.

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SIGNATURE PAGE TO FOLLOW

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

This Agreement will be effective on 9-14-2023 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR: R+D Paving

By:

Title: managing member

(Seal)

Attest:

Title: Village Clerk

Attest:

Title: Notary Public

ALEXANDRA CORTES
Notary Public - State of Florida
Commission # HH 429348
My Comm. Expires Aug 3, 2027
Bonded through National Notary Assn.

Approved as to Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

400 Executive Center Drive Ste 210

West Palm Beach, FL 33401

License No.: U-21796

(where applicable)

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Public Works

ITEM #11: Resolution No. 2024-05 - Community Development Block Grant (CDBG) - FY24 Annual Project - Lakewood Road Streetlight Project

SUMMARY: The Village of Palm Springs has been designated as an "Entitlement City" for the past 10 years, and the estimated Community Development Block Grant (CDBG) allocation for FY24/25 is approximately $125,051.00.

To comply with HUD and CDBG requirements, the Village plans to install sixteen (16) decorative solar streetlights along the south side of Lakewood Road, using the projected FY 2025 CDBG funding allocation.

This is Phase 2 of a comprehensive streetlight program, which will include the balance of Lakewood Road and the Village at large.

Under the approved Interlocal Agreement with Palm Beach County, the Village is responsible for all aspects of the project.

Project bidding and selection are expected to be completed by the end of January 2025, with installation scheduled to begin by Spring 2025 and expected completion by July 2025.

The proposed project application was prepared by the Assistant Village Manager and reviewed by the Public Works Director.

The Staff is seeking the Council's approval to enter into an Interlocal Agreement with Palm Beach County for reimbursement of $125,501.00. The reimbursement will be utilized to install sixteen decorative streetlights along Lakewood Road under the Village's proposed CDBG project.

FISCAL IMPACT:

The proposed FY24 CDBG allocation for the Village is estimated to be $125,051 and is requested to be approved to support the addition of streetlights along Lakewood Road, within the Village's CDBG Target Area.

ATTACHMENTS:

1. Resolution No. 2024-05 CDBG Grant Application - Streetlights
2. Conceptual Lighting Plan Map
3. CDBG Target Area Map
4. Fiscal Impact
5. CDBG Municipal Funding Application FY 2024-2025

6. Village of Palm Springs Interlocal Agreement and Amendments

RESOLUTION NO. 2024-05

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AN APPLICATION TO PALM BEACH COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR PHASE 2 OF THE PROPOSED STREETLIGHT PROJECT THAT INCLUDES LAKEWOOD ROAD AND THE VILLAGE AT LARGE FOR $125,051; PROVIDING FOR SUBMISSION OF THE APPLICATION AND OTHER PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Phase 2 of the Streetlight Project ("Project") which includes the installation of sixteen (16) decorative solar streetlights along the south side of Lakewood Road; and

WHEREAS, the proposed Project will be installed in an ADA-compliant fashion and serve those in the Village with special needs as well as serve the Village's senior population and population at-large; and

WHEREAS, the proposed Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the proposed Project:

(1) will benefit low and moderate income persons; and

(2) it is a public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the proposed Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities; and

WHEREAS, Palm Beach County allocated $125,051 in CDBG Funds for the

installation of decorative solar streetlights along Lakewood Road and the Village at large; and

WHEREAS, the Village Council finds approving the application to Palm Beach County to provide CDBG grant funding for the proposed Project serves a valid public purpose.

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

Section 1. The "Whereas" clauses incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. The application to Palm Beach County for the CDBG funding for the proposed Project is hereby approved. The Mayor or designee is authorized to execute the application and take all actions otherwise necessary to effectuate the purpose of the application and obtaining the CDBG grant funds.

Section 3. All funds derived from the CDBG grant will be used toward completion of the proposed Project.

Section 4. This Resolution shall take effect immediately upon its passage.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□

JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
KIM SCHMITZ, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this of March 14, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEV SMITH, MAYOR

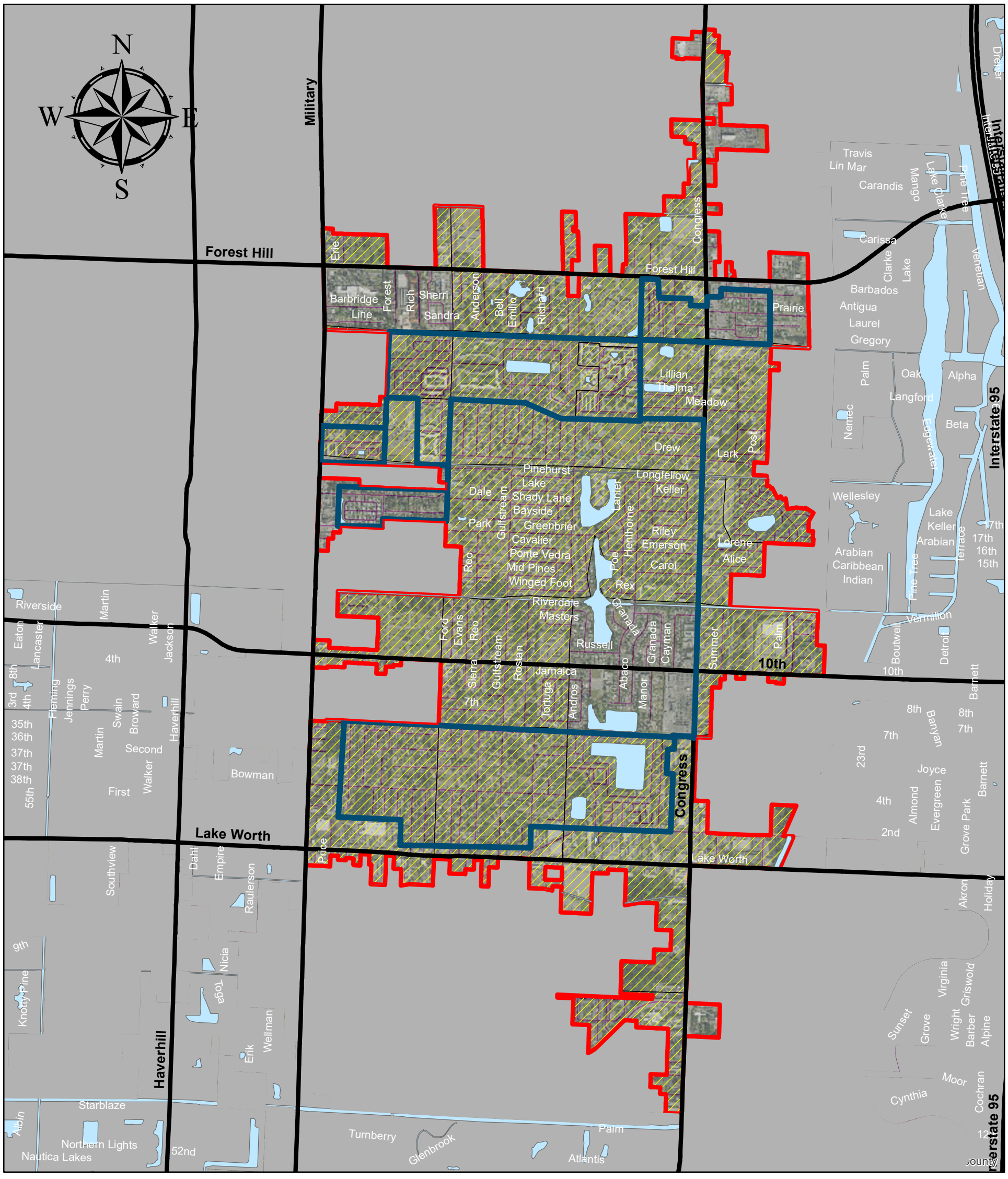
ATTEST:
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

LAKEWOOD ROAD - KIRK TO DAVIS - SOLAR LIGHTING PROJECT (CDBG FY25)

Palm Beach County
Community Development Block Grant Program
Village of Palm Springs
Low/Moderate Income Block Groups



0 0.475 0.95 1.9 2.85 3.8 Miles

Legend

- CDBG Eligible
- Existing CDBG Target Area
- Municipal Boundaries
- Water Bodies
- Major Roads

Department of Housing & Economic Sustainability

Source: 2011-2015 American Community Survey (Low/Mod Income)

Prepared by PBC Department of Housing and Economic Sustainability - October 2019

Fiscal Impact

The proposed FY25 CDBG allocation for the Village is estimated to be $125,051 and is requested to be approved to support the addition of streetlights along Lakewood Road, within the Village's CDBG Target Area.

Estimated FY 2025 CDBG Allocation	$125,051
Proposed Project Funding	**$125,051**

Estimated Engineering Services Cost	$ 5,000
Estimated Equipment (Poles and Fixtures) Costs	$ 85,000
Estimated Installation Cost - Street Lights (Kirk Road to Davis Road)	$ 35,051
Total Preliminary Project Budget	**$125,051**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPLICATION FOR MUNICIPALITIES

FY 2024-2025

Department of Housing & Economic Development

Jonathan B. Brown, Director
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT. PLEASE CONTACT HOUSING AND ECONOMIC DEVELOPMENT AT (561) 233-3688 or sabrown@pbcgov.org.

DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPLICATION FY 2024-2025

Palm Beach County's Department of Housing and Economic Development (DHED) is accepting applications from eligible government entities seeking funding for infrastructure, public facilities, and code enforcement activities as detailed herein.

APPLICATION INFORMATION

The CDBG Application Packet is available in hard copy and electronic format. Hard copies of the application are available for pick-up at DHED, which is located at 100 Australian Avenue, Suite 500, West Palm Beach, Monday through Friday, from 8:00am to 5:00pm. For an electronic version of the application, please call (561) 233-3688, or email sabrown@pbcgov.org.

SUBMITTAL FORMAT

The application must be submitted electronically in pdf file format via email to hed-submit@pbcgov.org. Unsigned applications will not be considered. Additionally, please submit one original hard copy of the completed application to DHED, Strategic Planning Division, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406. Submission is final and all documentation must be provided at the time of submission.

DEADLINE DATE

Completed applications must be received by DHED Strategic Planning Division no later than March 8, 2024.

ELIGIBLE APPLICANTS

Eligible Applicants are limited to: Municipalities with a CDBG Target Area (see below); and Community Redevelopment Agencies (CRAs) located in eligible municipalities.

Eligible Municipalities

- Belle Glade, City of
- Greenacres, City of
- Lake Park, Town of
- Lake Worth, City of
- Lantana, Town of
- Mangonia Park, Town of
- Palm Springs, Village of
- Riviera Beach, City of
- South Bay, City of

Application Approval: Applications from municipalities and municipal CRAs must be prioritized by the municipality.

MAXIMUM AMOUNT OF FUNDS / NUMBER OF APPLICATIONS

Municipal applicants should make one (1) funding application in an amount not to exceed its most recent municipal CDBG formula allocation. After HUD announces the actual FY 2024-2025 CDBG allocation to Palm Beach County, the local municipal allocations will be adjusted accordingly.

PROGRAM REQUIREMENTS

Eligible Capital Projects are limited to CDBG-eligible infrastructure and public facility improvements, including but not limited to: roadway and drainage improvements; potable water and sanitary sewer improvements; sidewalks; parks and recreational facilities; ADA improvements; community centers; and publicly owned facilities serving populations with special needs. Municipal code enforcement activities serving an existing CDBG target area are also eligible for funding.

Eligible Costs are limited to eligible project design and construction costs, including costs of architectural & engineering work, payments through construction contract, and costs of permits and construction-related fees. Eligible code enforcement costs are limited to costs directly associated with the conduct of code enforcement including staff salaries/FICA/benefits and related code enforcement program operating costs.

Ineligible Projects include, but are not limited to: public service projects; economic development activities; demolition (unless part of an eligible infrastructure or public facility project); and all projects impacting HUD's twenty percent (20%) Planning and Administrative cap. Buildings used for the general conduct of government are ineligible for funding (government offices, police/fire stations, etc.)

DHED has the sole and absolute authority to determine project and cost eligibility.

CDBG National Objective: Eligible projects must serve the CDBG National Objective of benefitting low and moderate income persons per 24 CFR 570.208(a).

No Supplanting of Funds: By signature of this application, the applicant certifies that the CDBG funds, if awarded, will not supplant non-federal funds budgeted for the project.

No Displacement: Projects which will cause the displacement of persons or businesses are not eligible for CDBG funding through this process.

MISCELLANEOUS

- CDBG funds are provided on a reimbursement basis. Funds cannot be used to reimburse for costs incurred prior to the October 1st start of the program year or prior to the execution of a grant agreement with the County.
- CDBG-funded goods and services must be obtained in accordance with Federal procurement requirements.

- All CDBG-funded activities are subject to an environmental review which will be undertaken by DHED. CDBG funds cannot be expended prior to addressing all environmental concerns.
- All funded projects are required to comply with federal, state, and local statutes, regulations, and other applicable requirements, including but not limited to: Section 3 of the Housing and Community Development Act, concerning employment and contracting opportunities; the Davis-Bacon Act, concerning payment of prevailing wage rates in construction projects; Asbestos and Lead-Based Paint requirements; and General Liability, automobile, and Worker's Compensation Insurance requirements.
- Federally-assisted projects involving real property acquisition must comply with the Uniform Relocation and Real Property Acquisition Policies Act (URA).
- Special assessments to recover the cost of capital improvements assisted with CDBG funds may not be levied against low- and moderate-income property owners.
- Fees charged for the use of facilities assisted with CDBG funds may not prohibit participation by low- and moderate income persons.

DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPLICATION FY 2024-2025

To request technical assistance call (561) 233-3688 or email sabrown@pbcgov.org.

I. APPLICANT INFORMATION

Municipality:	**Village of Palm Springs**
Contact Person:	**Felipe Lofaso**
Title:	**Public Works Director**
Address:	**226 Cypress Lane**
City; State; Zip Code:	**Palm Springs, FL 33461**
Phone Number:	**561-584-8200 ext. 8952**
E-mail Address:	**flofaso@vpsfl.org**
Name of Person Signing:	**Michael Bornstein**
Title of Person Signing:	**Village Manager**

Municipal applications must be signed by the City Manager or designee.

Signature: _____ **Date:** 2/27/24

II. PROJECT INFORMATION

a. Project Description

1. Name of Project:
   Lakewood Road Solar Lighting – Phase 2

2. Project Description:

a) Provide a detailed description of the work to be undertaken, including the current status of planning and design:

Installation of approximately 16 new solar street lights along Lakewood Road between Kirk Rd and Davis Rd to improve lighting levels for pedestrian, bicyclist and vehicles. The Village is in Phase 2 of the comprehensive street light installation program and Lakewood Road was selected due to resident concern over crime and roadway corridor risks. The project is in the early planning and design phase with the roadway segment selected and type of fixtures to be utilized. Design will be completed by summer of 2024, and the project can be prepared for bid by fall of 2024 in fiscal year 2025.

b) For projects serving all persons in a geographic area, identify the general bounds of the project service area:

The project service area is on Lakewood Road between Kirk Road and Davis Road.

c) For projects serving a certain group(s) of users or a specific limited population(s), identify the user group(s)/population(s) and the unduplicated number of persons to be served:

The user groups that will be served include vehicle, pedestrian and bicycle traffic that utilize the corridor, within census tract 46.02

3. Project Location

a) Project Address:

Lakewood Road right of way, between Kirk Rd. and Davis Rd.

b) Property Control Number(s):

N/A

Attach street map and plat map

4. Project Specific Information (N/A for code enforcement)

a) Identify owner of property. If applicant is not owner, explain:

Village of Palm Springs

b) Identify zoning and land use designations of project site.

The abutting properties are zoned Residential Medium Density future land use and multi-family zoning.

c) Describe status of project design, and if available, **attach preliminary design**.

The proposed project includes the installation of 16ea solar light poles. The photometric study is being conducted in March 2024 and pole location determined thereafter.

III. PROJECT JUSTIFICATION

Describe the need for proposed project and how the project will address the identified need(s):

Residents in the area have expressed concern about low lighting levels or lack of street lighting in the area. Due to these concerns, the proposed project was discussed and selected by Village Commission as part of a multi-phase project to be implemented. The proposed lighting project will improve lighting levels along the corridor to increase visibility and driver awareness of pedestrians and cyclists, as well as reduce risks and criminal activity in the area.

IV. PROJECT IMPLEMENTATION

a. Project Implementation

1. Explain in detail how the agency (and who specifically) will implement the project:

   The Village of Palm Springs will issue and Invitation for Bid under the direction of the Public Works Director. A contractor will be selected after the bidding process and the project will be awarded and constructed accordingly.

2. **Attach an implementation schedule** that lists the following:
   - Tasks to be undertaken;
   - Dates for initiation and completion of each task; and
   - Dates for start and completion of expenditure of CDBG funds.

   Include any pertinent comments/information to support feasibility of the proposed schedule.

V. PROJECT BUDGET

CDBG funds shall not supplant non-federal funds budgeted for the project.

a. Budget

1. Total Project Cost: $125,051

2. CDBG Funds Requested: $125,051

3. **Attach an itemized project budget** that includes all sources and uses of funds and identifies proposed uses of CDBG funds.

4. Provide details as to non-CDBG source funding timing and availability and **attach supporting documentation**, if available:
   N/A

5. **Attach a construction cost estimate** for the project from an engineer, registered architect, licensed contractor, or other qualified party. (N/A for code enforcement)

6. Will fees be charged for the use of the facility? (N/A for code enforcement) If yes, provide details on the nature and amount of the fees:
   No

7. Is the facility leased, or anticipated to be leased, by users other than the applicant? (N/A for code enforcement) If yes, identify users and lease arrangements:
   No

8. Will assessments be levied on real property to recover project capital costs? (N/A for code enforcement) If yes, explain:
   No

VI. REQUIRED ATTACHMENTS

	Document	Attached
1.	Street map showing location of project	X
2.	Plat Map of project site	X
3.	Project preliminary design	X
4.	Project Schedule	X
5.	Project Budget	X

	Document	Attached
6.	Documentation of availability of non-CDBG funds	N/A
7.	Construction cost estimate	**X**

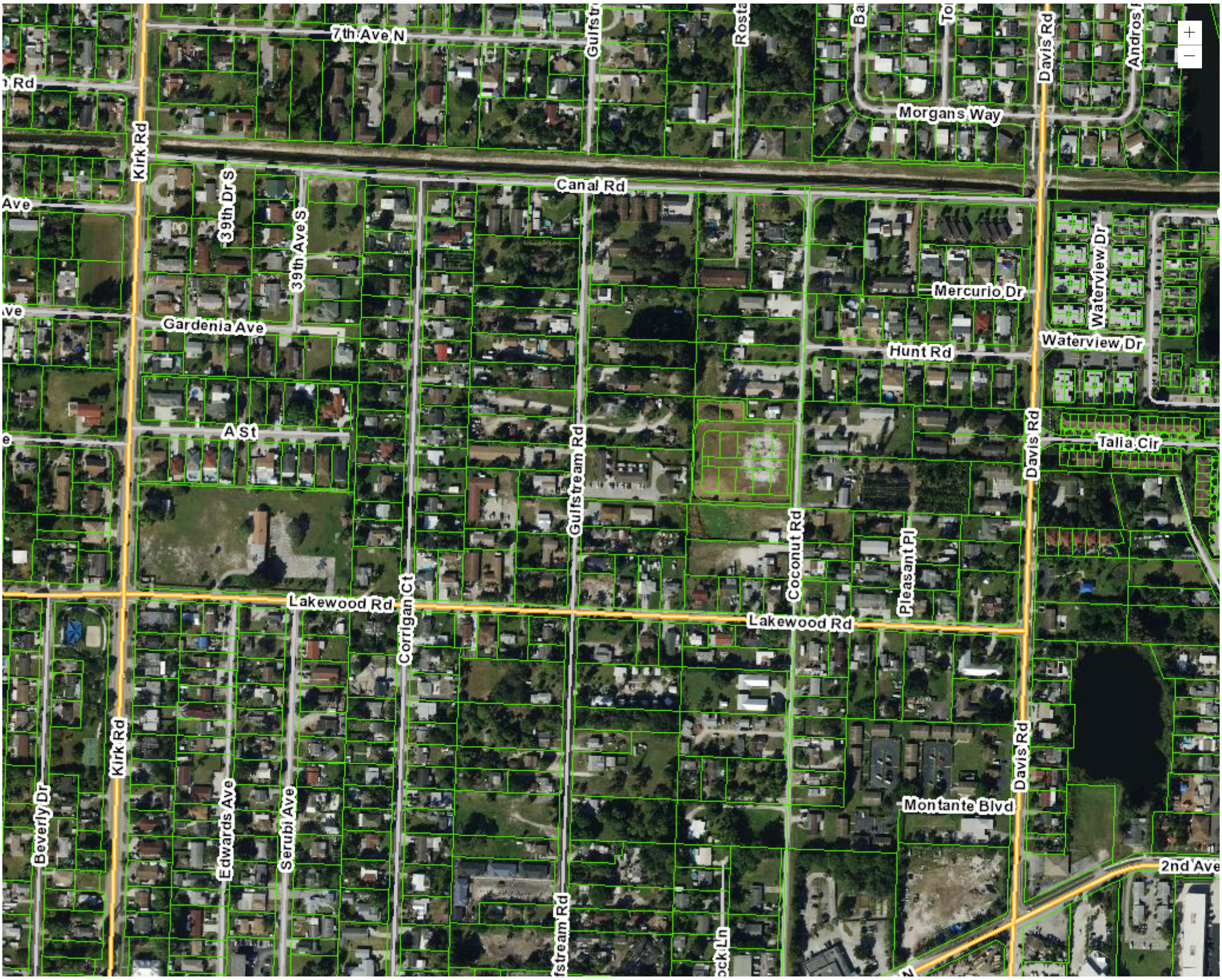
THE STRATEGIC PLANNING DIVISION WILL PROVIDE TECHNICAL ASSISTANCE, IF NEEDED. IF YOU HAVE ANY QUESTIONS REGARDING THIS APPLICATION, PLEASE CONTACT THE SECTION AT (561) 233-3688 OR EMAIL sabrown@pbcgov.org.

LAKEWOOD ROAD - KIRK TO DAVIS - SOLAR LIGHTING PROJECT (CDBG FY25)

Reset

Select Language ▼

DOROTHYJACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value



Lakewood Road Street Lights Project (Phase 2)

Project Schedule

2024

October 7 – Finalize shop drawings and bid submittal package

November 4 – Issue the Invitation for Bid for the Supply and Installation of the Solar Street Lights

2025

January 9 – Village Council award of the construction contract

March 3 – Issue Notice to Proceed to Contractor to begin procurement of materials

May 12 – Begin installation of solar light poles along Lakewood Road

June 27 – Completion of installation of solar light poles and site restoration

July 14 – Substantial Completion

Lakewood Road Street Lights Project (Phase 2)

Project Budget / Construction Cost Estimate

Phase	**Quantity**	**Unit**	**Unit Price**	**Total**
Design				
Engineering and Design	1	LS	By Staff	By Staff
Construction				
Mobilization	1	LS	$5,000.00	$5,000.00
Maintenance of Traffic	1	LS	$2,500.00	$2,500.00
Furnish and Install Solar Light Poles	16	EA	$7,000.00	$112,000.00
Site Restoration	1	LS	$5,551.00	$5,551.00
			TOTAL	**$125,051.00**

CDBG Funding: $125,051.00

R2014 1167

INTERLOCAL COOPERATION AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
VILLAGE OF PALM SPRINGS

THIS AGREEMENT made and entered into on AUG 19 2014, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Village of Palm Springs**, a municipality duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Municipality".

WHEREAS, the parties hereto have the common power to perform Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program and Home Investment Partnerships (HOME) Program activities within their jurisdictions, said common powers being pursuant to Section 125.01, Florida Statutes, and Chapter 163, Part III, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, mandates that a county must enter into interlocal cooperation agreements with municipalities in its jurisdiction for the purposes of implementing CDBG activities within said municipalities; and

WHEREAS, such interlocal cooperation agreements are also required to implement the HOME Program under Title II of the National Affordable Housing Act of 1990, as amended, and the ESG Program under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, the County desires to join with the Municipality in order to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME Programs during Federal Fiscal Years 2015, 2016 and 2017, and during subsequent Federal Fiscal Years; and

WHEREAS, the County and the Municipality agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities; and

WHEREAS, the County and Municipality wish to cooperate in the implementation of the goals and objectives of the County's Consolidated Plan, as approved by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Municipality desires to cooperate with the County for the purpose of implementing the CDBG, ESG and HOME Programs; and

WHEREAS, the governing bodies of the County and the Municipality have each authorized this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. This Agreement covers the CDBG, ESG and HOME Programs and pertains to funds that the County is qualified to receive from HUD under said Programs for Federal Fiscal Years 2015, 2016 and 2017 which cover the three-year urban county qualification period beginning on October 1, 2015, and ending on September 30, 2018 (hereinafter the "Qualification Period"). This Agreement shall remain in effect until the CDBG, ESG and HOME funds and program income

received (with respect to activities carried out during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement) are expended and the funded activities are completed. Neither the Municipality nor the County may terminate, or withdraw from, this Agreement while it remains in effect.

2. This Agreement shall be automatically renewed for a three-year qualification period at the end of the Qualification Period and at the end of each subsequent qualification period unless either party provides the other party a written notice in which it elects not to participate in a new qualification period. If such notice be given, the party electing not to participate shall also send a copy of the written notice to the HUD field office with jurisdiction over the County.

   The County shall, by the date specified in HUD's Urban County Qualification Notice for the next qualification period, notify the Municipality in writing of its right not to participate, and the County shall provide a copy of such written notice to the HUD field office with jurisdiction over the County by the date specified in the Urban County Qualification Notice.

3. While this Agreement is in full force and effect, during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement, the County and the Municipality agree to amend this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements as set forth by HUD in its Urban County Qualification Notices applicable to all subsequent three-year qualification periods, and to provide HUD such amendments as provided in the Urban County Qualification Notices. Failure to comply with the aforesaid shall void the automatic renewal of this Agreement.

4. The Municipality, by executing this Agreement, understands that:

   (a) It may not apply for any grants from appropriations under the State of Florida CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program.
   (b) It may receive a formula allocation under the HOME Program only through the County. Even if the County does not receive a HOME formula allocation, the Municipality understands that it may not receive HOME Program funds from a HOME consortium with other local governments. This, however, does not preclude the County or the Municipality from applying to the State of Florida for HOME Program funds if the State of Florida so allows.
   (c) It may receive a formula allocation under the ESG Program only through the County. This, however, does not preclude the County or the Municipality from applying to the State of Florida for ESG Program funds if the State of Florida so allows.

5. This Agreement is contingent upon the County's qualification as an "urban county" under the CDBG Program as determined by HUD, as well as HUD's award of funds under the CDBG, ESG and HOME Programs.

6. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The County and the Municipality also agree to cooperate to enable the County to expend CDBG, ESG and HOME Program funds on eligible activities within the Municipality's jurisdiction during the Qualification Period and during any subsequent qualification periods covered by the renewal of this Agreement.

7. The Municipality shall assist and cooperate with the County in the preparation of the HUD required Consolidated Plan for the use of CDBG, ESG, and HOME Program funds. The County shall prepare the Consolidated Plan application and other necessary documents, and shall take full responsibility and assume all obligations as the applicant. The County and the Municipality agree to comply with said Consolidated Plan and implement activities as outlined in the Action Plan approved by HUD for the use of CDBG, ESG, and HOME Program funds. The

County and the Municipality agree that the County is hereby permitted to undertake or assist in undertaking essential community development and housing assistance activities within the Municipality's jurisdiction.

8. The County, through its Department of Economic Sustainability, shall assist the Municipality in undertaking all professional and administrative services necessary for the purposes of implementing activities of the CDBG, ESG and HOME Programs, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.

9. Pursuant to 24 CFR 570.50l(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement as described in 24 CFR 570.503.

10. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG Program funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Program funds in exchange for any other funds, credits or non-Federal considerations, but must use such CDBG Program funds for activities under Title I of the Housing and Community Development Act of 1974, as amended.

11. The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

12. The Municipality agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

13. The Municipality has adopted, and is enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted, and is enforcing, a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

14. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

16. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

17. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

18. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

(MUNICIPAL SEAL BELOW)

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

ATTEST:

By: _____
Virginia M. Walton, Village Clerk

VILLAGE OF PALM SPRINGS, a municipality duly organized and existing by virtue of the laws of the State of Florida

By: _____
Bev Smith, Mayor

By: _____
Richard Reade, Village Manager
(if applicable)

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

Document No.: R 2014 1167

AUG 19 2014

Approved as to Form and
Legal Sufficiency

By: _____
Tammy K. Fields,
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard
Deputy Director

LEGAL CERTIFICATION BY PALM BEACH COUNTY

As Legal Counsel for Palm Beach County, Florida, I hereby state that the terms and provisions of this Agreement entered into on 3/11/14 by and between **Palm Beach County** and **Village of Palm Springs** are fully authorized under State and local law, and that the Agreement provides full legal authority for Palm Beach County to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

Tammy K. Fields, Chief Assistant County Attorney
Palm Beach County, Florida

R2020 1220

AMENDMENT 001 TO THE AGREEMENT WITH VILLAGE OF PALM SPRINGS

Amendment 001, effective as of AUG 2 5 2020, by and between **Palm Beach County** (County), and the **Village of Palm Springs** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1167) (the "Agreement") with the Village of Palm Springs on August 19, 2014, to formalize the Village of Palm Springs' participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017; and

WHEREAS, the Agreement is renewable every three years and is now due for renewal; and

WHEREAS, the Department of Housing and Urban Development (HUD) has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2021-2023 that all interlocal agreements should contain specific language regarding Section 3 of the Housing and Community Development Act of 1968; and

WHEREAS, the Interlocal Cooperation Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement approved on August 19, 2014, to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its

jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

VILLAGE OF PALM SPRINGS, a municipality duly organized and existing by virtue of the laws of the State of Florida

ATTEST:

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Bev Smith, Mayor

By: _____
Richard Reade, Village Manager

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Document No.: R2020 1220

AUG 25 2020

Approved as to Form and
Legal Sufficiency

By: _____
Howard J. Falcon, III,
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
Sherry Howard
Deputy Director

AMENDMENT 002 TO THE AGREEMENT WITH VILLAGE OF PALM SPRINGS

Amendment 002, effective as of July 11, 2023, by and between **Palm Beach County** (County), and the **Village of Palm Springs** (Municipality).

WITNESSETH: R2023 1004 JUL 11 2023

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1167) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1220) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the

implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

VILLAGE OF PALM SPRINGS, a municipality duly organized and existing by virtue of the laws of the State of Florida

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Michael Bornstein, Village Manager

R2023 1004

JUL 11 2023

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: JOSEPH ABRUZZO,
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

Document No.: _____

Approved as to Form and
Legal Sufficiency

By: _____
Howard J. Falcon, III,
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
FOR Sherry Howard
Deputy Director

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Utilities

ITEM #12: Approve Reconstruction of Surficial Aquifer Well No. 9 Project Award (Task Order No. 262) - Invitation to Bid (ITB No. 2024B-003) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Florida Design Drilling, LLC.

Summary: The Utilities Department has identified a need to reconstruct one (1) existing production well, Well No. 9. The work consists of reconstructing an existing production well, Well No. 9, including drilling, setting of casings and/or well screen, grouting, testing, well logging, video logging, acidization (optional), pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, fencing, clearing and restoration of well site, new pump and motor including column pipe and appurtenances, well-head piping and appurtenances, flow meter, raw water main piping / tie-in, electrical and controls, site work and restoration.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB No. 2024B-003) on December 21, 2023, for the reconstruction of one (1) existing production well, Well No. 9. This process was completed by the Village through a competitive selection process - Reconstruction of Surficial Aquifer Well No. 9 - (ITB No. 2024B-003) on January 23, 2024.

Within the Fiscal Year 2024 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village Council approved $1,500,000.00 for the Reconstruction of Surficial Aquifer Well No. 9. As a result of the Village's ITB, the following single bid proposal was received:

Vendor	Total Bid
Florida Design Drilling, LLC.	$1,341,275.00

The Village's Purchasing Code - Section 58-5(4)a - Competitive Selection Purchase Requirements, provides that the Village Manager shall have the authority to reject any and all bids, proposals or other responses if he determines that it is in the best interest of the Village to do so.

After reviewing the one (1) bid received, the Village Assistant Director of Utilities, the Village Project Manager, the Village Attorney, and the Village's contracted engineer, Holtz Consulting Engineers, Inc., determined that Florida Design Drilling, LLC provided the lowest, responsible, and responsive bid. As a result, staff is requesting the Council to approve Task Order No. 262 in the amount of $1,341,275.00 to Florida Design Drilling, LLC.

If approved, the Village would accept Florida Design Drilling, LLC's pricing including all terms, conditions and pricing as submitted within their ITB proposal. 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.

If approved, it is estimated that the proposed Reconstruction of Surficial Aquifer Well No. 9 project is expected to be completed by April 2025.

The proposed agreement was prepared by the Village Attorney and reviewed by the Assistant Village Manager, the Assistant Director of Utilities, the Village Attorney, the Village Project 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 the Reconstruction of Surficial Aquifer Well No. 9 (Task Order No. 262) is available within the FY 2024 - Water and Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water and Sewer Enterprise Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Agreement - Florida Design Drilling, LLC.
2. Bid Proposal - Florida Design Drilling, LLC.
3. Invitation to Bid - ITB #2024B-003
4. Bid Tabulation - ITB #2024B-003
5. Bid Documents - ITB #2024B-003
6. Bid Plans - ITB #2024B-003
7. Recommendation of Award - ITB #2024B-003
8. Addendum No. 1 - ITB #2024B-003
9. Addendum No. 2 - ITB #2024B-003
10. CIP Project Detail - Reconstruction of Surficial Aquifer Well No. 9

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and Florida Design Drilling, 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: Reconstruction of Surficial Aquifer Well No. 9.

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 360 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 390 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, at the prices stated in Contractor's Bid, attached hereto as an exhibit, for a total of **$1,341,275.00**.

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, if any: (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 any 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. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
   b. ___ (pages ___ to ___, inclusive).
   c. ___ (pages ___ to ___, 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.
8. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: Reconstruction of Surficial Aquifer Well No. 9.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 158, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to 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. 8431, 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	$1,000,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

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

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

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

   a. Bodily Injury:
      Each Occurence $1,000,000
      General Aggregate $2,000,000
   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 the **original** recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

   a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

   b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

   c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

   d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

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

10.13 *Audit by Village*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of

this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida 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.

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SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:

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:

By: _____

Title: Jeffrey Holst, Senior Vice President

FLORIDA DESIGN DRILLING LLC
LIMITED LIABILITY
SEAL
Sept. 2005
FLORIDA

Attest: _____

Title: Notary Public

NOTARY PUBLIC STATE OF FLORIDA
Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

Address for giving notices:

7733 Hooper Road

West Palm Beach, FL 33411

License No.: CGC1522104
(where applicable)

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Reconstruction of Surficial Aquifer Well No. 9

Bid Number: ITB 2024B-003

Bidders Name: Florida Design Drilling LLC

The following items must be submitted in the following order with your bid:

1. ✓ Completed Section 00400 - Bid Submission Checklist
2. ✓ Completed Section 00410 - Bid Form
3. ✓ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ✓ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ✓ Completed Section 00440 - Florida Trench Safety Act Certification
6. ✓ Completed Section 00451 - Qualifications Statement
7. ✓ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ✓ Completed Section 00453 - Non-Collusive Affidavit
9. ✓ Completed Section 00454 - Drug-Free Workplace Certificate
10. ✓ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ✓ Completed Section 00456 - Scrutinized Companies
12. ✓ Completed Section 00457 - Vendor Conflict of Interest Disclosure Statement
13. ✓ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
14. ✓ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
15. ✓ Signed copy of all Addenda.

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

END OF SECTION

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Houston, TX 770

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum, Date
1	1/8/24
2	1/19/24

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

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

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

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Village of Palm Springs – Reconstruction of Surficial Aquifer Well No. 9 – Bid Form

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	GENERAL CONDITIONS, BONDS, AND INDEMNIFICATION	1	LS	65,000	65,000
2	MOBILIZATION/DEMOBILIZATION	1	LS	100,000	100,000
3	PERFORM PRELIMINARY WELL VIDEO LOGGING (STATIC, DYNAMIC) WITH CAPACITY TESTING	1	LS	15,000	15,000
4	DRILL NOMINAL 6-INCH DIAMETER PILOT HOLE TO 200 FEET	1	LS	50,000	50,000
5	PULL EXISTING PUMP, MOTOR, WELLHEAD, APPURTENANCES	1	LS	50,000	50,000
6	REMOVE SURFACE CASING, OUTER CASING, INNER CASING, AND SCREEN USING OVERDRILL METHOD; BACKFILL BOREHOLE WITH GRAVEL	1	LS	200,000	200,000
7	FURNISH, INSTALL, AND GROUT 30-INCH DIAMETER STEEL SURFACE CASING TO 40 FT	40	FT	3,000	120,000
8	DRILL A NOMINAL 28-INCH DIAMETER BOREHOLE USING MUD ROTARY METHOD	60	FT	450	27,000
9	PERFORM GEOPHYSICAL LOGGING FOR CASING INSTALLATIONS	2	EA	7,250	14,500
10	FURNISH AND INSTALL 24-INCH DIAMETER SCH. 40 PVC CASING	100	FT	250	25,000
11	CEMENT GROUT 24-INCH DIAMETER SCH. 40 PVC CASING IN PLACE	320	94 LB SKS	20	6,400
12	DRILL A NOMINAL 22-INCH DIAMETER BOREHOLE USING REVERSE AIR METHOD	80	FT	250	20,000
13	FURNISH AND INSTALL 16-INCH DIAMETER 316 STAINLESS STEEL WELL SCREEN	80	FT	350	28,000
14	FURNISH AND INSTALL 16-INCH DIAMETER SDR-17 JOHNSON WELL RISER CASING	100	FT	250	25,000
15	FURNISH AND INSTALL WELL GRAVEL PACK	650	CF	7.50	4,875
16	PERFORM AIRLIFT WELL DEVELOPMENT	50	HR	200	10,000
17	OPTIONAL: WELL ACIDIZATION MOBILIZATION	1	LS	10,000	10,000
18	OPTIONAL: WELL ACIDIZATION TREATMENT W/ 32% HCl	1,800	GAL	7.50	13,500

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
19	PERFORM JETTING WITH SIMULTANEOUS AIRLIFT WELL DEVELOPMENT AND CLEANOUT OF BOREHOLE	50	HR	300	15,000
20	PERFORM PUMP DEVELOPMENT	80	HR	300	24,000
21	CONDUCT STEP-RATE PUMP TEST	6	HR	800	4,800
22	CONDUCT CONSTANT-RATE PUMP TEST	4	HR	800	3,200
23	COMPLETE WELL VIDEO LOGGING	2	EA	2,500	5,000
24	WELL DISINFECTION AND SAMPLING	1	LS	20,000	20,000
25	WATER QUALITY SAMPLING	1	LS	20,000	20,000
26	FORMATION WATER DISPOSAL SYSTEM	1	LS	50,000	50,000
27	FURNISH AND INSTALL WELLHEAD AND RAW WATER MAIN	1	LS	155,000	155,000
28	FURNISH AND INSTALL WELL PUMP, MOTOR, AND PIPING	1	LS	105,000	105,000
29	SITEWORK (INCLUDING PERIMETER FENCING AND RESTORATION)	1	LS	40,000	40,000
30	FURNISH & INSTALL 16" LINE STOP	1	EA	20,000	20,000
31	ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)	1	LS	45,000	45,000
32	ALTERNATE BID ITEM - ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)	1	LS	0	0
33	OWNER'S ALLOWANCE	1	CI	$50,000	$50,000

Total of All Unit Price Bid Item Nos. 1 thru 31 and Bid Item No. 33 (Excluding Alternate Bid Item No. 32)	$ 1,341,275.00

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

BIDDER shall note that this project includes an alternate bid item, Item No. 32 for which BIDDER shall provide a lump sum price to perform work described in the Technical Specifications if OWNER elects to proceed with construction/work as described therein. Identification of the Low Bidder shall be based upon the sum total of Bid Item Nos. 1 through 31 and Bid Item No. 33, excluding Bid Item No. 32. If OWNER elects to proceed with construction/work as defined under Bid Item no. 32, Bid Item No. 31 shall not be required and shall be removed from the Contract via formal change order. See *Section 01200 – Measurement and Payment* of the Technical Specifications for additional details.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 1,341,275.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **360** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **390** calendar days after the date when the Contract Times commence to run.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC1522104 **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Florida Design Drilling LLC

By:
[Signature]

[Printed name] Jeffrey Holst, Senior Vice President
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Fernanda Sousa

Title: Project Engineer

Submittal Date: 1/23/24

Address for giving notices:

7733 Hooper Road

West Palm Beach, FL 33411

Telephone Number: 561-818-3228

Fax Number: Use email

Contact Name and e-mail address: Jeffrey Holst, jeff@fldrilling.com

Bidder's License No.: CGC1522104
(where applicable)

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

BID BOND

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

BIDDER *(Name and Address)*:

Florida Design Drilling LLC
7733 Hooper Road
West Palm Beach, FL 33411

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

Great Midwest Insurance Company
800 Gessner #600
Houston, TX 77024

OWNER *(Name and Address)*:

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

BID

Bid Due Date: January 23, 2024

Description *(Project Name— Include Location)*: Reconstruction of Surficial Aquifer Well No. 9 Utility
Bid No. 2024B-003

BOND

Bond Number: N/A

Date: January 23, 2024

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

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

BIDDER	**SURETY**
Florida Design Drilling LLC (Seal)	Great Midwest Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Jeffrey Hoist	Brett M. Rosenhaus
Print Name	Print Name
Senior Vice President	Attorney-in-Fact & FL Licensed Agent
Title	Title
Attest: Signature	Attest: Signature
Title SECRETARY	Title Rita Lazarides, Witness

FLORIDA DESIGN DRILLING LLC LIMITED LIABILITY CO. SEAL EST. 2005 FLORIDA

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 23rd Day of January, 2024.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1)	Florida Spectrum Environmental Services 1460 West McNab Road, Fort Lauderdale, FL 33309	Water quality sampling and analysis
(2)	Energy Efficient Electric 1600 Mercer Ave, Unit 6, WPB, FL 33401	Electrician
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER: Florida Design Drilling LLC

By: _____

Name: Jeffrey Holst

Title: Senior Vice President

Date: January 8, 2024

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SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ 1,000
2. Special Shoring	$

Identify method of compliance for Item #1: Sloping

Identify or attach a copy of Special Shoring Requirements for Item #2: Not applicable

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Florida Design Drilling LLC

By: _____

Name: Jeffrey Holst

Title: Senior Vice President

Sworn to and subscribed before me this 8th day of January, 2024.

_____
Notary Public Michael Perez

Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

My Commission Expires: July 11, 2026

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QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Florida Design Drilling LLC

Address: 7733 Hooper Road, West Palm Beach Florida 33411

2. SUBMITTED TO:

3. SUBMITTED FOR: ITB 2024B-003

Owner: Village of Palm Springs

Project Name: Reconstruction of Surficial Aquifer Well No. 9

TYPE OF WORK: Construction and testing of (1) surficial aquifer production well

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Jeffrey Holst

Title: Senior Vice President

Phone: 561-818-3228

Email: jeff@fldrilling.com

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5. AFFILIATED COMPANIES:

Name: N/A

Address: N/A

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____
- Vice President(s): _____
- Treasurer: _____
- Secretary: _____

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☑ LIMITED LIABILITY COMPANY

State of Organization: Florida

Date of Organization: April, 2005

Members: Daniel C Ringdahl - CEO

Noah D Ringdahl - President

Jeffrey Holst - Senior Vice President

Brandon Holst - Vice President

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. LICENSING

Jurisdiction: Florida

Type of License: Water well contractor

License Number: 11148

Jurisdiction: Florida

Type of License: General Contractor

License Number: CGC1522104

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Great Midwest Insurance Company

Address: 800 Gessner #600

Houston, TX 77024

Bonding Agent: Nielson, Hoover & Company

Address: 220 Congress Park, Suite 110

Delray Beach, Florida 33445

Contact Name: Brett Rosenhaus

Phone: 561-248-1348

Aggregate Bonding Capacity: $50mm

Available Bonding Capacity as of date of this submittal: $20mm

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NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: Flagler Bank

Address: 555 Northlake Blvd.

North Palm Beach, FL 33408

Account Manager: Jose Cano

Phone: 561-841-3868

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Brandon Holst

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

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

YEAR	2023-2024	EMR	1.15%
YEAR	2022-2023	EMR	.96
YEAR	2021-2022	EMR	1
YEAR	2020-2021	EMR	1
YEAR	2019-2020	EMR	.74

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

YEAR	2023-2024	TRFR	5.49
YEAR	2022-2023	TRFR	5.29
YEAR	2021-2022	TRFR	3.84
YEAR	2020-2021	TRFR	1.25
YEAR	2019-2020	TRFR	3.68

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

YEAR	2023-2024	TOTAL NUMBER OF MAN-HOURS	218468
YEAR	2022-2023	TOTAL NUMBER OF MAN-HOURS	226650
YEAR	2021-2022	TOTAL NUMBER OF MAN-HOURS	208110
YEAR	2020-2021	TOTAL NUMBER OF MAN-HOURS	159374
YEAR	2019-2020	TOTAL NUMBER OF MAN-HOURS	163000

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2023-2024	DART	3.66
YEAR	2022-2023	DART	4.12
YEAR	2021-2022	DART	3.84
YEAR	2020-2021	DART	1.3
YEAR	2019-2020	DART	1.2

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Florida Design Drilling LLC

BY: Jeffrey Holst

TITLE: Senior Vice President

DATED: January 8, 2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 8th DAY OF January, 2024

Michael Perez

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: July 11, 2026

Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

REQUIRED ATTACHMENTS

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

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached references	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached references	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached references	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
See attached equipment list			

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Work On Hand

Project Name	Owner	Engineer	Contract Value	Percent Complete	Final Completion	Reference Name	Phone Number
21173 Replacement of Surficial Aquifer Well No. 10	Village of Palm Springs	Holtz Consulting Engineers	$1,019,889.35	99%	3/24	Harrison Barron	561.575.2005
21193 Wells 35W, 36W, and 37W Upgrades	City of Boca Raton	Globaltech	$1,949,000.00	83%	9/24	Tyler Davis	(561) 997-6433
21203 Wellfield Improvements Phase 2 WUD 19-022	Palm Beach County WUD	JLA Geosciences	$9,973,810.06	79%	9/24	Rani Smith	561-746-0228
22124 Wellhead Improvements for Surficial Aquifer (SA) Wells 8A-12A and Site Demolition for SA Wells 6-12 W1817B	Town of Jupiter	Kimley-Horn & Associates	$1,632,000.00	91%	3/24	Jason Lee	561-840-0256
22151 FPL Turkey Point DIW-2 & DIW-3	Florida Power & Light	McNabb Hydrogeologic Consulting	$29,994,000.00	54%	10/24	David McNabb	(561) 885-4453
22223 Springtree Biscayne Aquifer Well S-23	City of Sunrise	Stantec	$2,397,050.53	44%	5/24	Zuhal Ozturk	954-481-2812;329
23064 SID Reclaimed Water Storage Tank	Seminole Improvement District	Caulfield & Wheeler	$1,095,000.00	95%	12/23	Hayes Templeton	754-581-4622
23233 Vero Beach Replacement Wells 2, 8, 9, 25, and C-2	City of Vero Beach	Kimley-Horn & Associates	$3,557,000.00	17%	1/25	Jill Grimaldi	772-794-4146
23333 North Lauderdale Biscayne Aquifer Well #4	City of North Lauderdale	Chen Moore & Associates	$2,950,000.00	0%	TBD	TBD	TBD
23344 Hallandale Beach NMB Interconnect Pump Station	City of Hallandale Beach	Craven Thompson	$2,022,000.00	0%	TBD	TBD	TBD
23374 Terra Lago WWTP Design Build	Terra Lago Community Development District	Design-Build	TBD	0%	TBD	TBD	TBD
		Total:	$56,589,749.94	$30,888,192.64			

Reclaimed Water Treatment Plant (RWTP) Piping Modification and Production Improvements

Owner: Pompano Beach **Engineer:** McCafferty Brinson
Contact: Phil Hyer **Phone:** 954-545-7030
Description: Demolition, removal, and disposal of the existing 20-inch diameter underground reject bypass plug valve and electric actuator, and installation of 20-inch and 24-inch ductile iron pipe and fittings as necessary to restore the existing yard piping following removal of the valve. Installation of a 24-inch ductile iron reject bypass pipe connection and electrically actuated butterfly valves for the South Filter Building. Installation of a 16-inch ductile iron reject bypass pipe connection and electrically actuated butterfly valves for the North filter Building. Installation of chlorine residual and turbidity monitoring equipment and reject bypass control logic for each of the two filter buildings. Replacement of four existing 14-inch diameter flanged filter influent butterfly valves with Owner-furnished valves and electric valve actuators in the North Filter Building. Replacement of filter influent valves at the North Filter Building will require removal and replacement of approximately 42 linear feet of existing aluminum guardrail. Replacement of two existing 20-inch diameter flanged filter influent butterfly valves with Owner-furnished valves and electric valve actuators in the South Filter Building. Start-up and testing of all equipment, restoration, and Contract close-out activities. Installation of two new vertical turbine Filter Feed Pumps (Nos. 1 and 2) in existing pump suction barrels, and associated discharge pipe, fittings, valves, and accessories. Installation of five new vertical turbine Low Pressure Distribution Pumps in existing pump suction barrels, and associated discharge pipe, fittings, valves, and accessories.

Completed: August-22 **On time?** Yes
Initial Amount $2,025,000 **Change Orders:** $ (48,470)

Plantation EWTP Chemical Storage Facility

Owner: City of Plantation **Engineer:** Hazen and Sawyer
Contact: **Phone:**
Description: Construction of the fluoride chemical storage and feed facility at the East Water Treatment Plant. The project will include the demolition of the existing facilities and the construction of new facilities including but not limited to: new FRP bulk storage and day tanks, transfer pumps, metering pump skid, electrical, instrumentation and controls, SCADA modifications, demolition of existing bulk storage and day tanks, demolition of existing metering pumps, and installation of eleven starters for roof mounted exhaust fans

Completed: December-21 **On time?** Yes
Initial Amount $ 1,239,000 **Change Orders:** $ (83,169)

WTP 11 High Service Pump Electrical Building WUD 18-005

Owner: Palm Beach County Water Utilities **Engineer:** Kimley-Horn & Associates
Contact: Craig Irwin **Phone:**
Description: Construct; (i) a new High Service Pump Station (HSP) electrical building at Water Treatment Plant No. 11 (WTP11) to replace the existing HSP electrical building complete with associated civil improvements, (ii) 24-inch suction pipeline from the ground storage tanks to the High Service Pump Station suction header, (iii) replacement of piping, fittings and appurtenances at the High Service Pump Station, and (iv) associated electrical, instrumentation and controls work to support the above referenced improvements.

Completed: December-22 **On time?** Yes
Initial Amount $ 3,590,000 **Change Orders:** $ 210,727

Reconstruction of Surficial Aquifer Wells HR-9A, HR-11A, HR-14A, HR-16A, and HR-18A

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Keith Haas **Phone:** 561-627-2900
Description: The Work is generally described as follows. The project entails demolition of five (5) existing wellheads and civil, mechanical, electrical, and instrumentation equipment, and reconstruction of five (5) existing surficial aquifer production wells including installation of five wellheads, sitework, and associated electrical and instrumentation necessary to serve the five wells within the Hood Road wellfield. The Work also includes a new control panel for a separate well. The well reconstruction work includes removal of the well screen, casing, overdrilling, new casing installation, cement grouting, and well development/testing. The Contractor shall furnish/install new wellhead appurtenances, concrete pad, pumps, piping and all required civil, electrical, and instrumentation work for a fully-functioning system as shown on the drawings and specifications.

Completed: September-21 **On time?** Yes
Initial Amount $ 2,594,949 **Change Orders:** $ 143,411

WASTEWATER TREATMENT PLANT IMPROVEMENTS PHASE 2

Owner: Tindall Hammock District **Engineer:** GAI Consultants
Contact: Jay Ameno **Phone:** 561-289-5147
Description: Installation of a new Structurally Reinforced Thermoplastic (SRTP) Anoxic Tank with a new submersible mixer, associated piping and valves, electrical, controls, instrumentations and other appurtenances. b. Install two (2) new dry mount submersible, non-clog internal recycle pumps including associated piping and valves, electrical, controls, instrumentations and other appurtenances. c. Replace RAS piping and direct to the new Anoxic Tank. d. Furnish and install a polymer concrete modular storage building. Install polymer skids provided by the District. Furnish and install feed system for clarifiers, including associated piping and valves, electrical, controls, instrumentations and other appurtenances. e. Furnish and install the replacement of the sodium hypochlorite storage tank.

Completed: July-21 **On time?** Yes
Initial Amount $ 732,000 **Change Orders:** $ 80,810

WTP Nos. 3 & 9 Well Improvements Project Phase I

Owner: Palm Beach County WUD **Engineer:** JLA Geosciences
Contact: Rani Smith **Phone:** (772) 214-9497
Description: This project involves the rehabilitation of three (3) Surficial production wells located in Boca Raton and the replacement of eight (8) Surficial production wells located in Delray Beach and Boca Raton. Work includes, but is not limited to to test well/pilot hole drilling, removal of existing screen and well casing through the overdrill method, mud rotary and reverse air drilling of boreholes, setting of casings and/or well screen, grouting, testing, well logging, video logging, pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, fencing, clearing and restoration of well
sites, new pump and motor including column pipe and appurtenances, well head, piping, electrical and controls including variable frequency drives, site work and restoration, as described herein and as shown
on the drawings.

Completed: January-21 **On time?** Yes
Initial Amount $ 5,949,494 **Change Orders:** $ 188,524

Water Storage Tank Replacement

Owner: City of Cooper City **Engineer:** Hazen & Sawyer
Contact: Anthony Niemiec **Phone:** 954-987-0066
Description: The principal feature of the Work to be performed under this Contract include the construction of a new 0.5 MG water storage stank, including but not limited to: Complete demolition, removal and/or disposal of exiting 0.5 MG steel water storage tank and associated piping and equipment. Construction of a new 0.5 MG prestressed concrete water storage tank with associated piping, ladders, access hatches and equipment. Restoration and landscaping, including tree trimming, removal, and/or relocation. Preparation and submittal of a detailed schedule of work that clearly demonstrates the Contractor's plan for completing the work within the time provided in the notice to proceed. Equipment Start-up commissioning to be completed by manufacturer's representative and subcontractor. Permitting requirements including as required by local regulations. Prepare and provide a Safety Plan in accordance with applicable OSHA requirements. Provide all testing, including concrete, densities, hydrostatic for storage tank and pipelines. Provide O&M manuals and equipment training.

Completed: October-20 **On time?** Yes
Initial Amount $ 947,000 **Change Orders:** $ (50,523)

Floridan Well Construction

Owner: North Springs Improvement District **Engineer:** Intersol, LLC
Contact: Vandin Calitu **Phone:** 954-864-2775
Description: Constrcut in place new Floridan aquifer supply well including well construction, 125 HP submersible pump and VFD control panel, stainless steel piping, valves, and instrumentation, electrical service, programming, concrete slab, disinfection, startup & testing.

Completed: September-20 **On time?** Yes
Initial Amount $ 1,835,000 **Change Orders:** $ 13,091

Replacement of Raw Water Supply Wells 10, 11, 12, and 13

Owner: City of Tamarac **Engineer:** Eckler Engineering
Contact: Doug Hammann **Phone:** 954-345-2188
Description: The project consisted of upgrading four existing raw water supply wells from below grade vaults to above grade installations including: extension of existing 12" well casing; demolition of existing pumps, piping, electrical, controls, and vaults; connection to existing raw water main, new piping to wells, new SS wellheads, new 30hp submersible pumps, new electrical service compound, new electrical, instrumentation, and controls.

Completed: February-20 **On time?** Yes
Initial Amount $ 929,000 **Change Orders:** $ 157,894

Sawgrass WTP Degasifier Media Replacement

Owner: City of Sunrise **Engineer:** Carollo
Contact: Chris Reinbold **Phone:** 561-868-6407
Description: The work included removal and disposal of degasifier packing media, interior cleaning, providing new

packing media, and disinfection of four (4) forced draft product water degasifier systems for the 24 mgd existing nano-filtration membrane system.

Completed: April-20 **On time?** Yes
Initial Amount $ 299,900 **Change Orders:** $ (17,042)

RL Pratt Spiractors Replacement

Owner: Village of Palm Springs **Engineer:** Eckler Engineering
Contact: Doug Hammann **Phone:** 954-345-2188
Description: Demolish two exisiting lime softening treatment units and construct new lime softening treatment units, replace piping and valves, ladders, and walkways.

Completed: December-20 **On time?** Yes
Initial Amount $ 839,000 **Change Orders:** $ (5,316)

Sodium Hypochlorite Tank #1 Replacement

Owner: Boynton Beach **Engineer:** N/A
Contact: Juan Cuesta **Phone:** 561-742-6437
Description: Remove and replace existing FRP sodium hypochlorite tank, approx. 22,000 gallon capacity. Modify existing piping as needed to suit new tank.

Completed: October-19 **On time?** Yes
Initial Amount $ 239,000 **Change Orders:** $ (500)

North WWTF Gate Replacement

Owner: Martin County **Engineer:** N/A
Contact: Daren Brothers **Phone:** 772-223-4845
Description: Remove existing gates and install four (4) 316 SS gates in Injection Well/ Filter Dosing Pump Station wet well.

Completed: June-19 **On time?** Yes
Initial Amount $ 135,000 **Change Orders:** $ -

Replacement of Raw Water Supply Wells 18, 19, and 20 and Wellhead 11 Modifications

Owner: Coral Springs **Engineer:** Eckler Engineering
Contact: Najla Zerrouki **Phone:** 954-345-2188
Description: The project consists of furnishing labor, equipment, and materials for construction of the abandonment and replacement of three existing raw water production wells. Generally, the work includes demolition, structural, mechanical, electrical, instrumentation, civil, site improvements, and other incidentals. Work includes approximately 600 LF of 8" and 900 Lf of 12" ductile iron raw water main and associated restoration.

Completed: August-19 **On time?** Yes
Initial Amount $ 3,570,000 **Change Orders:** $ (60,766)

Booster Station Disinfection System Improvements

Owner: Pembroke Pines **Engineer:** Calvin, Giordano, & Associates
Contact: George Wrves **Phone:** 954-518-9045
Description: This project includes the construction and installation of one bulk-liquid sodium hypochlorite disinfection system, interconnecting influent and effluent disinfection piping, chemical injection points,

and related appurtenances at the Academic Village Booster Station. The construction and installation of one bulk-liquid sodium hypochlorite disinfection system, interconnecting influent and effluent disinfection piping, chemical injection points, related appurtenances, modifications to the interconnecting pipe between Tank No. 1 and Tank No. 2 and installation of new yard piping with its related appurtenances, and replacement of altitude valves with fill valves for Tank No. 1 and Tank No. 2 at the Holly Lakes Booster Station.

Completed: August-19 **On time?** Yes
Initial Amount $ 1,568,000 **Change Orders:** $ (160,571)

Remote Storage and Pumping 1A1 and 1B1 Generator Replacement

Owner: Broward County **Engineer:** CDM
Contact: John Morra **Phone:** 954-831-0902
Description: This project includes the furnishing of all labor, materials, equipment, services and incidentals for the removal of an outdoor emergency power generator and other incidentals at two sites; and installation of a 500 kilowatt generator, pull boxes, control wire, feeders, conduit, diesel fuel pipe, diesel fuel removal, diesel fuel replacement, and bulk diesel fuel secondary containment coating at both sites, motor control center cubical soft start/automatic transfer switch modifications at both sites; and two new 100 HP booster pumps and associated piping and valves.

Completed: August-19 **On time?** Yes
Initial Amount $ 1,284,740 **Change Orders:** $ (117,718)

Reconstruction of Surficial Aquifer Production Well Nos. HR-17, HR-10B, and HR-15

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brandon Selle **Phone:** 561-627-2900
Description: Furnish all labor, equipment and materials necessary to replace/construct/reconstruct three (3) Surficial aquifer production wells (HR-10B, HR-15, and HR-17) for the Seacoast Utility Authority (OWNER). The scope of work will include: test well/pilot hole drilling, removal of existing screen and well casing, drilling, setting of casings and/or well screen, grouting, testing, well logging, video logging, pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, fencing, clearing and restoration of well sites, new pump and motor including column pipe and appurtenances, well head, piping, electrical and controls, site work and restoration, as described herein and as shown on the drawings.

Completed: May-19 **On time?** Yes
Initial Amount $ 1,444,444 **Change Orders:** $ (125,163)

Replace and Upgrade Slide Gates at Westport and Glades WWTFs

Owner: City of Port Saint Lucie **Engineer:** City of Port Saint Lucie
Contact: Rich Schoenborn **Phone:** 772-873-6485
Description: The project work consists of the furnishing of all labor, materials, and equipment for the construction of three new replacement slide gates including demolition of the existing gates, grout base and seals and drilling fastener holes, installation of the new slide gates, anchor bolts and grout base as shown including all other items and incidentals necessary for a complete, leak-free and operational slide gate system that matches the existing gates
in dimensions and operation.

Completed: August-18 **On time?** Yes
Initial Amount $ 84,840 **Change Orders:** None

PGA WWTP Grit Removal System Improvements

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brandon Selle **Phone:** 561-627-2900
Description: The project will include construction of grit removal system improvements at the PGA Wastewater Treatment Plant (WWTP). The improvements will include the addition of a grit flushing system and modifying the existing control system to the PLC system connected to the plant's SCADA system. This project includes all fittings, valves, supports, appurtenances, conduit, wire and controls to provide a fully functional system. Programming of the PLC and SCADA system is not included in this project and will be completed by others.

Completed: December-19 **On time?** Yes
Initial Amount $ 204,000 **Change Orders:** $ -

Turkey Point Recovery Well System

Owner: Florida Power & Light **Engineer:** Tetra Tech
Contact: Raul Febre **Phone:** 786-243-4321
Description: Construction of ten (10) Biscayne recovery wells including 150 HP vertical turbine pumps, electrical I&C, piping, valves, and all other appurtenances required for a fully functional system to tie into raw water main constructed by others.

Completed: December-18 **On time?** Yes
Initial Amount $ 7,238,354 **Change Orders:** $ 9,225

HARMONY WELL NO. 2R AND BAY LAKE ESTATES WELL NO. 2

Owner: Toho Water Authority **Engineer:** Tetra Tech
Contact: Mike Powers **Phone:** (407) 791-5201
Description: Harmony Well No. 2R and Bay Lake Estates Well No. 2, which includes furnishing all labor, equipment and materials necessary for: Installation of vertical turbine well pump and appurtenances at Harmony Well No. 2R and vertical turbine well pump and appurtenances at Bay Lake Estates Well No. 2 including but not limited to demolition, electrical, instrumentation/controls, fencing, site work, and discharge piping.

Completed: April-18 **On time?** Yes
Initial Amount $ 494,000 **Change Orders:** $ 10,268

WATER AND REUSE TREATMENT PLANTS METER REPLACEMENT

Owner: City of Pompano Beach **Engineer:** McCafferty Brinson
Contact: Phil Hyer **Phone:** 954-545-7030
Description: The project consists of furnishing all labor, equipment (except six OWNER-furnished new magnetic flow meters, grounding rings, and associated instrumentation), piping (up to 48" diameter) tools, and

materials for the demolition, replacement, and/or installation of five magnetic flow meters and four meter vaults at the City's water treatment plant; and, the replacement of one magnetic flow meter, and one new ultrasonic flow transducer with weir and stilling well at the City's reuse water treatment plant.

Completed: July-18 **On time?** Yes
Initial Amount $ 496,010 **Change Orders:** $ 86,341

Lift Station No. 309 Improvements

Owner: City of Boynton Beach **Engineer:** Mathews Consulting
Contact: Jose Huertas **Phone:** 561-742-6487
Description: The project consists of furnishing all labor, materials, equipment and all incidentals and appurtenances for the installation of: approximately 410 LF of 16-inch DR-18 C-900 PVC and 2,460 LF of 18-inch DR-11 HDPE (by directional drill) force main piping; replacement of existing jockey pump with a third duty, 91 Hp dry-pit submersible pump; conversion of existing Generator Building into new Electrical Building with new MCC with integral VFDs, new Control Panel and electrical appurtenances; installation of new diesel engine driven standby pump; various site/civil improvements; various process yard piping and pump station mechanical improvements; various structural and architectural improvements to the existing buildings; various electrical improvements including new electrical service feed, manual transfer switch, 75 KVA transformer, lighting panel and HVAC system. Work also includes clearing and grubbing, dewatering, bypass pumping, MOT plans, complying with permit conditions, testing and all restoration work for a complete and operating system.

Completed: October-17 **On time?** Yes
Initial Amount $ 1,832,000 **Change Orders:** $ 26,173

Reverse Osmosis Water Treatment Plant Acid Dilution System

Owner: City of Lake Worth **Engineer:** AECOM
Contact: Julie Parham **Phone:** 561-586-1798
Description: The proposed work consists of providing all labor, materials, equipment and incidentals required to construct as detailed in the contract documents. The work includes, but not necessarily limited to the following:
Removing some 20 inch stainless steel pipe, fabrication of 20 inch stainless steel pipe spool pieces and restoration of a masonry wall
Fabrication and installation of a new 20 inch in line stainless steel static mixer
Fabrication and installation of a Sulfuric acid dilution system
Installation of raw water booster pumps; piping, valves and appurtenances
Installation of Halar piping, valves, and appurtenances and
Bacteriological testing of raw water main.

Completed: May-17 **On time?** Yes
Initial Amount $ 199,000 **Change Orders:** $ (2,408)

Construction of Glades WWTF Bio Solids Cake System

Owner: City of Port Saint Lucie **Engineer:** City of Port Saint Lucie
Contact: Rich Schoenborn **Phone:** 772-873-6485
Description: The project work consists of the furnishing of all labor, materials, and equipment and the performance

of all work included in this Contract including the partial demolition of the existing dewatered bio-solids cake conveyor system, construction of a new dewatered biosolids cake conveyance system complete with positive displacement pump, discharge piping system, meter pump and sludge cake lubrication system, valves, conveyors, concrete slabs, housekeeping pads, awnings, supports, hangers, metal fabrications and connections to existing conveyors, instrumentation, electrical connections, conduit, wiring, starters, control panel, modifications to the Glades SCADA and process/instrumentation control system, testing and all other accessories and appurtenances as required for a complete and operational dewatered bio-solids cake pumping system that is both locally and remotely monitored and controllable by the CITY and works with the existing centrifuge system.

Completed: June-17 **On time?** Yes
Initial Amount $ 519,000 **Change Orders:** None

Floridan Well F-5 Wellhead and Raw Water Main

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brandon Selle **Phone:** 561-627-2900
Description: The Project entails the construction of a stainless steel wellhead on an existing well with 75 HP pump, motor, controls, piping, valves and fittings, concrete work, fencing, and electrical work and a 16-inch PVC and HDPE raw water main from the new wellhead to the Hood Road Administration Complex through 2 phases of construction. Phase 1 shall consist of the construction, testing and the restoration activities of the raw water main and a 2-inch fiber-optic conduit installed via open-cut and horizontally directional drilling methods through The Isles from the SUA Administration Complex to the EPB-3C Canal. Phase 2 shall consist of the construction, testing, and restoration activities of a raw water main and 2-inch fiberoptic conduit along the EPB 3C Canal to the location of Floridan Well F-5 and the installation of the new wellhead including all piping, electrical, instrumentation, mechanical, structural, civil, and restoration work required for a fully functioning system.

Completed: June-17 **On time?** Yes
Initial Amount $ 893,000 **Change Orders:** $ 14,574

Reconstruction of Surficial Aquifer Wells Nos. HR-7, HR-12 and HR-13

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brandon Selle **Phone:** 561-627-2900
Description: Reconstruction of three new surficial production wells, 16" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU, SCADA, Fiber Optic cable, control panels, new 4160V electrical service, fencing.

Completed: October-17 **On time?** Yes
Initial Amount $ 1,486,122 **Change Orders:** $ 215,509

Sodium Hypochlorite Storage and Feed Systems Replacing the Existing Gas Chlorine Systems

Owner: City of West Palm Beach **Engineer:** Kimley-Horn & Associates

Contact: Edna Bonelli **Phone:** 561-494-1157

Description: 1. A new sodium hypochlorite feed system to replace the existing gas chlorine feed system at the Ibis Water Re-pump Station as shown on the Drawings. A new aqueous ammonia feed system also will be installed at the Ibis site to replace the existing aqueous ammonia feed system. The new aqueous ammonia feed system will be installed in phases as the existing ammonia feed system is removed in order to provide continuous ammonia feed. The work at the Ibis site includes a new chemical injection and flow meter vault constructed over the existing storage tank influent pipe, chemical and sample piping, one sodium hypochlorite storage tank, two duplex metering pump skids for sodium hypochlorite and two duplex metering pump skids for aqueous ammonia, ammonia and sodium hypochlorite injectors, one static mixer, chlorine and ammonia residual analyzers, modifications to the existing pump station building, instrumentation, controls, and electrical construction. 2. The four typical sodium hypochlorite feed systems are designed to be installed inside new precast concrete shelters. The work at each site includes installation of new chemical injectors, chemical containment piping from each shelter to the chlorine injection points, one static mixer (Valley Forge only), water supply piping to each shelter, landscaping around each shelter, piping modifications, instrumentation, controls and electrical construction. Each shelter will provide a climate controlled location for the installation of one duplex metering pump skid, one chemical storage tank, chemical containment, safety shower, hose reel, exhaust fan, air conditioner, electrical, instrumentation and controls. The construction of the new typical sodium hypochlorite feed system at each site requires phasing and coordination with the Owner that allows the existing gas chlorine feed system to remain in operation while new system is constructed and tested, without interruption to the operation of the existing chlorine gas feed system, and followed by demolition of the existing gas chlorine feed systems.

Completed: July-19 **On time?** Yes
Initial Amount $ 2,152,000 **Change Orders:** $ 162,699

Lift Station 23 Rehabilitation

Owner: City of West Palm Beach **Engineer:** Kimley-Horn & Associates
Contact: Edna Bonelli **Phone:** 561-494-1157
Description: 1. Demolition as shown in the plans and technical specifications.
2. All labor, material and equipment necessary for structural improvements, including a 248 SF +/- expansion to the existing 428 SF lift station building with new foundation; stucco; painting; rolling overhead steel door; roofing; interior aluminum stairs & landing; exterior concrete stairs; aluminum handrails; bridge crane I-beams; flood gate; concrete & SS pipe supports; concrete restoration; and other miscellaneous structural improvements.
3. All labor, material and equipment necessary for mechanical improvements, complete, including all pipe, fittings, accessories, valves & actuators; AC system; crane & trolley; fire extinguishers; and other miscellaneous mechanical improvements, 85 HP pumps.
4. All labor, material and equipment necessary for electrical and controls system, including FPL fees, primary installation, generator with enclosure, automatic transfer switch, panels, main disconnect switch, VFD drives, pump terminal box, level transmitter, pressure transmitter, float switches and other miscellaneous electrical improvements.
5. All labor, material and equipment necessary to accomplish the site work including the force main connection; generator pad and enclosure; wood fence and gates; dumpster enclosure; flowmeter; and other miscellaneous site improvements.
6. All labor, material and equipment necessary for existing wet well rehabilitation.
7. All labor material and equipment necessary to accomplish landscape improvements including planting materials, irrigation system and other miscellaneous landscape improvements.

Completed: June-17 **On time?** Yes
Initial Amount $ 1,595,000 **Change Orders:** $ 227,716

Reclaimed Water ASR System Well Construction

Owner: City of St. Cloud **Engineer:** Jones, Edmunds & Associates
Contact: Lisa Rhea **Phone:** 813-258-0703
Description: One 12-inch diameter ASR well, ASR-1 (Total Depth [TD] approximately 3,100 feet). The well will be completed with a final carbon steel casing cemented to land surface and is designed fo r reclaimed w a te r storage and recovery. One 6-inch diameter storage zone monitoring well, SZMW-1 (TD approximately 2,400 feet). The well will be completed with a final carbon steel casing cemented to land surface and will be located not more than 750 feet from ASR-1. One 6-inch diameter shallow monitoring well, SMW-1 (TD approximately 1,400 feet). The well will be located not more than 150 feet from A SR - 1 . Modify chlorine contact chamber to install submersible recharge pump and install piping for ASR well. Electrical & I&C for VFD's and MOV.

Completed: May-17 **On time?** Yes
Initial Amount $ 2,535,550 **Change Orders:** $ 164,395

Reconstruction of Surficial Aquifer Wells Nos. HR-5, HR-6 and PBG-9

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brandon Selle **Phone:** 561-627-2900
Description: Reconstruction of three new surficial production wells, 16" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU, SCADA, Fiber Optic cable, control panels, new 4160V electrical service, fencing.

Completed: November-16 **On time?** Yes
Initial Amount $ 1,486,122 **Change Orders:** $ 10,324

Repump #1 Rehabilitation

Owner: Fort Pierce Utility Authority **Engineer:** Kimley Horn & Associates
Contact: Jason Lee **Phone:** 561-840-0256
Description: Demolish existing building structure, framing, steel building skin, mechanical equipment, pumps, underground fuel tank, generator, and electrical gear. Construct new concrete block structure (CBS), footings, slabs, beams, including doors, louvers, roof, interior walls, HVAC, lighting, and electrical. Install 2 new 125 hp high service pumps including the piping, fittings, valves and appurtenances necessary to make a complete working system. Furnish and install two variable frequency drives (VFD's) for the new HSP’s. Replace the existing influent altitude valve with a control valve, including fittings, valves, piping, and hardware. Furnish and install a new standby generator, bulk fuel storage tank, and fuel day tank to provide auxiliary power for the facility. Replace and install a new motor control center (MCC), new electrical service, a new lighting panel, a new automatic transfer switch, new conduits and conductors from the existing FP&L transformer to the new MCC, including all conduits and conductors and appurtenances to make a complete working system. Upgrade the existing PLC and controls, including instrumentation, control valves, and HMI. Installation of a new RTU to allow real-time communication with the water plant. Install a new HVAC system including ductwork and all necessary appurtenances to make a complete working system. Remove the existing pressure sustaining valve and supports and replace the existing influent and effluent venturi flow meters, including conduit, conductors and pipe supports to make a complete working system.

Completed: December-16 **On time?** Yes
Initial Amount $ 1,681,000 **Change Orders:** $ (67,442)

Troutman WTP Piping Replacement Phase 1

Owner: City of Palm Bay **Engineer:** Wade Trim
Contact: Clayton McCormack **Phone:** 321-728-3389
Description: Removal and replacement of various segments of large diameter steel process piping and fittings in the WTP. The size and approximate amount of piping to be replaced is as follows: ½" to 3" 95 LF Miscellaneous piping for injection/sampling ports, 12" 11 LF Schedule 40, Grade B Steel Pipe, 14" 18 LF Schedule 40, Grade B Steel Pipe, 16" 325 LF Schedule 40, Grade B Steel Pipe (includes serpentine pipe located downstream of the clearwell and configured in a "serpentine" pattern as shown on the drawings.) 24" 41 LF Schedule 40, Grade B Steel Pipe, 16" 51 LF Schedule 40, Grade B Steel Pipe, 24" 15 LF Schedule 40, Grade B Steel Pipe, 16" 62 LF Schedule 40, Grade B Steel Pipe, 24" 19 LF Schedule 40, Grade B Steel Pipe.

Completed: May-16 **On time?** Yes
Initial Amount $ 639,494 **Change Orders:** $ 66,215

ECRWRF Grit Collection Facility Improvements

Owner: City of West Palm Beach **Engineer:** Kimley Horn & Associates
Contact: Brett Johnson **Phone:** 561-840-0820
Description: Concrete repairs and coatings to existing grit collection facility structure, furnish and install new doors, windows, louvers, and roll up doors, install new lift station and force main piping, including all electrical and lighting, asphalt and concrete paving.

Completed: May-16 **On time?** Yes
Initial Amount $ 369,690 **Change Orders:** $ 30,250

CROSSBAR RANCH WELLFIELD IMPROVEMENTS

Owner: Tampa Bay Water **Engineer:** Atkins
Contact: Justin Fox **Phone:** 813-929-4565
Description: Furnish all materials, equipment, and incidentals necessary for the removal and replacement of the 125 HP vertical turbine pumps, pump columns, bowl assemblies, and electrical appurtenances at wells CB#1 – 17 as shown on the construction DRAWINGS and specified herein.

Completed: March-16 **On time?** Yes
Initial Amount $ 2,595,959 **Change Orders:** $ (1,392,659) Owner Direct Purchase

PBG Wellfield Raw Water Main Replacement

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Install 600 LF of new 8" DI raw water main. Tie into existing AC raw water main. Grout fill and abandon existing AC raw water main. Cannon flush, disinfect, clear new line. Restoration along canal bank.

Completed: October-15 **On time?** Yes
Initial Amount $ 78,870 **Change Orders:** $ (1,460)

Aerobic Digester Nos. 1 through 4 Air Piping Replacement

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Underground demolition, remove and replace up to 24" carbon steel above grade air piping, new concrete & metal supports, ductile iron yard piping for wastewater systems, field welding for new

piping, new yard piping tie-ins requiring plant shutdowns, modifications to existing blower building steel piping header.

Completed: October-15 **On time?** Yes
Initial Amount $ 598,989 **Change Orders:** $ 27,657

Water Treatment Plant No. 11 5 MG Ground Storage Tank

Owner: Palm Beach County **Engineer:** Mathews Consulting
Contact: Rene Mathews **Phone:** 561-655-6175
Description: Construction of new 5 MG potable water ground storage tank, ductile iron piping up to 24", new 480V electrical service, electric motor operated valves, instrumentation & controls, fencing, and modifications to existing 3 MG ground storage tank.

Completed: December-15 **On time?** Yes
Initial Amount $ 2,494,949 **Change Orders:** $ (8,113)

Replacement of Surficial Aquifer Wells Nos. BR-24A, BR-26, and NPB-7

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Construction of three new surficial production wells, 24" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU & SCADA, control panels, new 480V electrical service, fencing.

Completed: October-15 **On time?** Yes
Initial Amount $ 949,949 **Change Orders:** $ (45,052)

Water Treatment Plant Eastern Well Field Well Nos. 12-14

Owner: City of West Palm Beach **Engineer:** Mock Roos & Associates
Contact: John Cairnes **Phone:** 561-683-3313;275
Description: Construction of three new surficial production wells, 24" steel casing, 90-100' depth, with 25 HP submersible VFD driven pumps, ductile iron raw water main & wellheads, concrete, flowmeter, control panels & programming, RTU & SCADA, new 480V electrical service, irrigation, landscaping, road construction, fencing.

Completed: October-15 **On time?** Yes
Initial Amount $ 1,456,680 **Change Orders:** $ (57,982)

South County Water Treatment Facility Storage Tank Interconnect

Owner: Indian River County **Engineer:** MBV Engineering
Contact: Ryan Huff **Phone:** (772) 569-0035
Description: Furnish and install 212' LF of 12" ductile iron water main, 24x12 tapping sleeve and valve, flanged piping, flowmeter, V-port ball valve, electric actuators, including all electrical power and control wiring and PLC programming.

Completed: January-15 **On time?** Yes
Initial Amount $ 142,765 **Change Orders:** $ (6,702)

North WWTP Monitor Well Replacement

Owner: Martin County Utilities **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,220' deep 4-1/2" FRP dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: March-15 **On time?** Yes

Initial Amount $ 949,494 **Change Orders:** $ (29,550)

Potable Well 16 at 2nd Avenue North

Owner: City of Lake Worth **Engineer:** Mock Roos

Contact: John Leemon **Phone:** 561-683-3113

Description: Construction of new 250' surficial production well, steel & PVC casing, interval testing, screen, development, pump testing, disinfection. Relocation of 300' of 6" PVC force main, new 16" raw water main, new electrical service, concrete, asphalt, fencing, flanged DIP, submersible well pump & motor, control panel, I&C, MOT.

Completed: January-15 **On time?** Yes

Initial Amount $ 494,949 **Change Orders:** $ (22,651)

ECRWRF Lower-Zone Monitor Well for Injection Well No. 2

Owner: City of West Palm Beach **Engineer:** Holtz Consulting Engineers

Contact: Curtis Robinson **Phone:** 561-575-2005

Description: Construction of a new 2,290' deep 4-1/2" FRP single zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pump.

Completed: January-15 **On time?** Yes

Initial Amount $ 594,949 **Change Orders:** $ (18,598)

FLORIDA DESIGN DRILLING

Equipment List

Rig E1:
Drawworks: Electric
Mast: 240,000#
Rotary: Rotary Table - Electric Drive
Power: All Electric - VFD Controlled

Rig E2:
Drawworks: Electric
Mast: 750,000#
Rotary: Top Drive - Electric Drive
Power: All Electric - VFD Controlled

Rig DR3:
Drawworks: 450hp Double Drum
Mast: 65' 200,000#
Blocks: 75 ton
Rotary: 18" Rotary Table - Electric Drive
Swivel: 75 ton
Power: Detroit 450hp

Rig DR5
Gardener Denver 1500
Mast: 27' 45,000#
Rotary: 12" Rotary Table
Power: Diesel

Rig DR7 Versa-Drill:
Drawworks: Hydraulic
Mast: 40,000#
Rotary: Top Drive - Hydraulic Drive
Power: Diesel

Rig DR8 Versa-Drill:
Drawworks: Hydraulic
Mast: 70,000#
Rotary: Top Drive - Hydraulic Drive
Power: Diesel

7733 Hooper Road, West Palm Beach, FL 33411
Phone: 561-844-2966 Fax: 561-844-2967
State of Florida Water Well Contractor #11148
State of Florida Certified General Contractor CGC1522104

Rev:

FLORIDA DESIGN DRILLING

Rig E3

Casing Rotator / Overdrill Rig

Rig E4:

Drawworks: Electric
Mast: 350,000#
Rotary: Top Drive - Electric Drive
Power: All Electric - VFD Controlled

Mud System 200:

Processing Capacity: 1,000gpm
Storage Capacity: 10,000 gal
Downhole Capacity: 1,000gpm
Reserve Tank Capacity: 20,000 gal

Mud System 300:

Processing Capacity: 1,000gpm
Storage Capacity: 10,000 gal
Downhole Capacity: 1,000gpm
Reserve Tank Capacity: 20,000 gal

Mud System 400:

Processing Capacity: 600gpm
Storage Capacity: 5,000 gal
Downhole Capacity: 600gpm
Reserve Tank Capacity: 5,000 gal

Cementer:

Downhole Capacity: 5 Barrels/min
Mix Capacity: 7 Barrels/min
Mix Tank Volume: 10 Barrels
Volume, Density and Pressure Monitoring

Equipment:

All vegetable oil hydraulics
VFD control for pump testing
Various large test pumps

7733 Hooper Road, West Palm Beach, FL 33411
Phone: 561-844-2966 Fax: 561-844-2967
State of Florida Water Well Contractor #11148
State of Florida Certified General Contractor CGC1522104

Rev:

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

January 17, 2024

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

Re: Florida Design Drilling LLC
Project: Reconstruction of Surficial Aquifer Well No. 9 Utility, Bid No. 2024B-003

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Florida Design Drilling LLC. Their surety is Great Midwest Insurance Company, which carries an A.M. Best Rating of A- IX and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for the referenced project in the amount of 100% of the contract price in accordance with Section 255.05, Florida Statutes. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Florida Design Drilling LLC is an excellent contractor with over ten years of experience, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett M. Rosenhaus
Attorney-in-Fact
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonbonds.com

Acknowledgment by Surety

STATE OF Florida

COUNTY OF Palm Beach

On this 17th day of January, 2024, before me personally appeared Brett M. Rosenhaus, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Great Midwest Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Margarita Lazarides

Margarita Lazarides, Notary Public
State of Florida
County of Palm Beach
My Commission Expires: July 1, 2025

MARGARITA LAZARIDES
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH134133
MY COMMISSION EXPIRES JUL. 01, 2025

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 17th Day of January, 2024.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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.

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

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
N/A					

1,341,275.00

(Signed) _____

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SECTION 00453

NONCOLLUSION AFFIDAVIT

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

Pursuant to bidding requirements for the work titled " Reconstruction of Surficial Aquifer Well No. 9 ,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Jeffrey Holst (Officer's Name), being first duly

sworn, deposes, and says that:

A. He\She is Senior Vice President (officer's title) of Florida Design Drilling LLC (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Jeffrey Holst

Senior Vice President

Subscribed and sworn to before me
this 8th day of January, 2024

_____

Notary Public Michael Perez

Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

My commission expires July 11, 2026

Houston, TX 77024

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Florida Design Drilling LLC (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature
Jeffrey Holst - Senior Vice President

January 8, 2024
Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 8th day of January, 20 2 4

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary Michael Perez

My Commission Expires July 11, 2026

NOTARY PUBLIC STATE OF FLORIDA
Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

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

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

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jeffrey Holst, who, being by me first duly sworn, made the following statement:

1. The business address of Florida Design Drilling LLC
(firm name of Bidder/Contractor)

is 7733 Hooper Road, West Palm Beach Florida 33411.

2. My relationship to Florida Design Drilling LLC
(firm name of Bidder/Contractor)

is Senior Vice President.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

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

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

_____
(Signature)
Jeffrey Holst - Senior Vice President

Sworn to and subscribed to before me in the State and County first mentioned above on the 8th day of January, 2024.

_____
Notary Public Michael Perez

(affix seal)

July 11, 2026
_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Jeffrey Holst, on behalf of Florida Design Drilling LLC (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By: _____
Name: Jeffrey Holst
Title: Senior Vice President
Date: January 8, 2024

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was sworn to (or affirmed) and subscribed before this 8th day of January, 2024, by Jeffrey Holst, who is the Senior Vice President of Florida Design Drilling LLC, who is personally known to me or who has produced _____ as identification.

Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

NOTARY PUBLIC
Printed Name of Notary Michael Perez
My Commission expires: July 11, 2026

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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

Florida Design Drilling LLC
NAME OF VENDOR

Jeffrey Holst
NAME OF PERSON COMPLETING FORM

Senior Vice President
RELATIONSHIP TO VENDOR

7733 Hooper Road
ADDRESS

West Palm Beach, Florida 33411
CITY, STATE, ZIP TELEPHONE NUMBER

Jeffrey Holst jeff@fldrilling.com 561-818-3228
CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided in connection with:

☑ Invitation to Bid (specify) 2024B - 003
☐ Request for Proposal / Qualifications (specify) _____
☐ Other (specify) _____

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

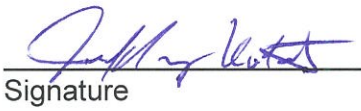
2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship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

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.
   N/A

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.
   N/A

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.
   N/A

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

January 8, 2024

Date

Jeffrey Holst

Printed Name

Senior Vice President

Title

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLST, JEFFREY TURNER

FLORIDA DESIGN DRILLING LLC
7733 HOOPER RD
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC1522104

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

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
7733 HOOPER ROAD
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
WATER WELL CONTRACTOR	RINGDAHL DANIEL C	11148	B23.658673 07/12/2023	$27.50	B40120623

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

FLORIDA DESIGN DRILLING IIC
FLORIDA DESIGN DRILLING LLC
7733 HOOPER RD
WEST PALM BEACH FL 33411

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200813036
EXPIRES: 09/30/2024

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.

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 16, 2023
Secretary of State
9545362773CC

DOCUMENT# L22000534697

Entity Name: FLORIDA DESIGN DRILLING LLC

Current Principal Place of Business:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411

Current Mailing Address:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411 US

FEI Number: 20-2779560

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SCHMIDT, JAMES ESQ
2904 W. BAY TO BAY BLVD
TAMPA, FL 33629 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR, CEO
Name	RINGDAHL, DANIEL C
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	MGR, PRESIDENT
Name	RINGDAHL, NOAH D
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	SENIOR VP
Name	HOLST, JEFFREY TURNER
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	CONTROLLER
Name	WILLIAMS, PAULA V
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	VP
Name	HOLST, BRANDON K
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	VP
Name	MARTIN, NICHOLAS KEITH
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	SECRETARY
Name	ALFIERI, JEANINE
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL RINGDAHL MGR 01/16/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
Daniel Ringdahl

License No. 11148 Expires 7/31/2025

DISTRICT CERTIFICATION OFFICER

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.
FLORIDA DESIGN DRILLING LLC

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) ► P

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.
7733 HOOPER ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
WEST PALM BEACH, FL 33411

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

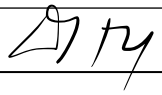
Employer identification number
2	0	–	2	7	7	9	5	6	0

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** ► January 3, 2023

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FLORIDA DESIGN DRILLING LLC
CORPORATE RESOLUTION

CERTIFICATE OF CORPORATE RESOLUTION
AUTHORIZING ENTERPRISE PROJECT APPLICATION

I, Noah Ringdahl, President of Florida Design Drilling LLC, organized and existing under the laws of Florida and having its principal place of business at 7733 Hooper Road, West Palm Beach, Florida 33411, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at the meeting convened and held on January 2, 2024 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President, CEO, Senior Vice Presidents, and Vice Presidents of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Enterprise Project Application;

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS

President - Noah Ringdahl — Date: 1.2.2024

Senior Vice President - Jeffrey Holst — Date: 1/2/24

Secretary – Jeanine Alfieri — Date: 1.2.2024

Controller – Paula Williams — Date: 1/2/24

Witness my hand seal of this corporation on this 2nd day of January, 2024.

7733 Hooper Road, West Palm Beach, FL 33411
www.FLDrilling.com
Phone: 561-844-2966 Fax: 561-844-2967
State of Florida Water Well Contractor #11148
State of Florida Certified General Contractor CGC1522104

NOTARY PUBLIC STATE OF FLORIDA
Michael Perez
Commission # HH 286038
Commission Expires 07-11-2026
Bonded Through - Cynanotary
Florida - Notary Public

DANIEL C. RINGDAHL
7733 Hooper Road
West Palm Beach, FL 33411
561-324-3885

Qualifications:

I grew up in a family well drilling business. My experience includes extensive drilling throughout Florida, including deep commercial, monitor, agricultural, public water supply, screen and gravel pack, irrigation, and injection wells. I am well versed in all types of hydro geological testing: aquifer tests, single and dual packer testing, coring, mechanical integrity testing and well acidization. I am experienced in the many types of drilling procedures including mud rotary, cable tool, reverse air, straight air, straight water and biodegradable fluids.

Licenses:

Florida State Water Well Contractors License #11148
State Irrigation Contractors License

Experience:

January 2010 to Present

Florida Design Drilling Corporation
President and Majority stockholder

April 2006 to December 2009

Florida Design Drilling Corporation
Co-Founder, Stockholder, and Vice President of Operations
Responsible for all field operations and project management.

March 2004 to April 2006

I was in the pursuit of personal goals and objectives until I again became involved in the drilling industry as my primary professional focus.

October 2000 to March 2004

Diversified Drilling Corporation (DDC)
After selling Well Water Systems to DDC, I was hired back by DDC as Operations Manager for the Fort Myers Operation. In October of 2001 I was relocated to West Palm Beach to open and manage an East Coast Operations Center for DDC. In that capacity I managed every aspect of operations for all jobs in Southeast Florda.

May 1992 to October 2000

Well Water Systems, Inc.
Co-Founder, Stockholder and Vice President
Chief Operations Officer
My duties involved scheduling and project management of all large contracts. Procurement of equipment for all aspects of drilling operations. Maintenance of equipment. The company was sold to Diversified Drilling Corporation in October of 2000 as a part of their extensive expansion effort.

1988 to May 1992

Southwest Water Wells, Inc., Fort Myers, Florida.

(A subsidiary company of Youngquist Brothers, Inc.)
Southwest Water Wells was a full service well drilling company that installed residential and commercial wells, water treatment equipment, and irrigation systems. Initially employed in sales, but that position was expanded to include all aspects of management: crew supervision, job superintendent, estimating, accounting, purchasing, job costing, and payroll. I worked on and supervised large diameter wells, agricultural wells, residential wells, deep injection wells, reverse osmosis water treatment, public water supply wells and treatment systems, and irrigation projects.

1986 to 1988

Dale Carnegie
Area Representative for sales and personnel training
The position involved sale of the various courses offered by Dale Carnegie and presenting the material to various employee groups.

Spring 1979 to Fall 1986

Owned, operated and managed the family water well drilling business in eastern North Dakota until selling the business in June of 1986. I worked with my father in the business from an early age and took over the business when my father retired. I was involved initial customer contact, bidding, drilling of wells, sale of wells, pumps, and related accessories for domestic, farm, and commercial water systems. Extensive experience in the installation of screen wells, well development and testing. During the same period of time, I operated and managed the family farm of 640 acres.

Education:

North Dakota State University - 1979
Bachelor of Science Degree in Agronomy

MICHAEL BLACK
VP OF DRILLING OPERATIONS
FLORIDA DESIGN DRILLING LLC
(561) 371-9241 MOBILE
MIKE@FLDRILLING.COM

Twenty-three years of experience in the field of hydrogeologic consulting and water well contractor services. The majority of experience is involved with management of deep injection well and water supply well construction and testing.

Mr. Black has performed design, permitting and project management for drilling and testing of numerous deep injection wells (DIW), Aquifer Storage and Recovery wells (ASR), Floridan aquifer water supply wells and Surficial and Biscayne aquifer water supply wells. Also performed design and management of rehabilitation efforts for all wells listed above.

Well construction management experience:

- Bid Estimating
- Fleet/Project Logistics
- Project management during new well construction and existing well rehabilitation
- Preparation of design documents and specifications
- Permitting
- Ensuring compliance with contract specifications and regulatory agencies
- Communication with client, contractor and regulatory agencies
- Record keeping
- Prepare for and lead construction progress meetings
- Interim and Final Reports
- Budget Tracking

Specific field experience includes:

- Interpretation and description of lithologic samples
- Interpretation of geophysical logging data
- Detailed core sample description
- Packer testing and analysis
- Casing setting depth selection
- Radioactive tracer survey (RTS) analysis
- Water sampling
- Injection testing
- Aquifer performance testing (APT)
- Steel, fiberglass and PVC casing installation
- Casing pressure testing
- Casing cementing

DEEP INJECTION WELL CLIENTS AND PROJECT EXPERIENCE

Deep Injection Well Clients

- Florida Power and Light – Turkey Point Injection Wells DIW-2 and DIW-3
- TECO Big Bend – IW-1 and IW-2
- North Springs Improvement District IW-1
- City of St. Pete – IW-5 (UIC Permitted Class I DIW)
- City of St. Pete – IW-6 and MW-B-11 (UIC Permitted Class I DIW)
- City of Hollywood WTP – Deep Injection Well IW-1 and Dual-Zone Monitor Well DZMW-1
- Charlotte County Utilities – Deep Injection Well IW-2
- Florida Power and Light – West County Energy Center Deep Exploratory Well EW-1
- City of Key West – Deep Injection Well IW-2
- Martin County Utilities – Tropical Farms Deep Injection Well System
- Algenol Biofuels DIW – Algenol Biofuels

Other Injection Well Experience

- PBC East Central Regional – 7 DIW MIT's
- Immokalee Water and Sewer District – Deep Injection Well Mechanical Integrity Testing
- Martin County Utilities – Deep Injection Well Mechanical Integrity Testing
- City of Key West – Deep Injection Well Mechanical Integrity Testing
- Beeline Community Development District – Deep Injection Well Mechanical Integrity Testing
- Seacoast Utility Authority – Deep Injection Well Mechanical Integrity Testing
- City of Belle Glade – Deep Injection Well Mechanical Integrity Testing and Monitor Well Rehabilitation
- Charlotte County Utilities – Deep Injection Well Mechanical Integrity Testing and Injection Testing

Water Supply Well and General Construction Experience

- Northwest Florida Water Management District – Floridan Aquifer Minimum Flows and Levels Study, Ft. Walton/Destin, FL
- City of Sunrise – Springtree WTP Production Well Rehabilitation Project
- City of North Miami Beach – Norwood WTP Production Well Rehabilitation and VOC Removal Project
- Charlotte County Utilities – Burnt Store W/WWTP Production Wells RO-15 and RO-16 and monitoring well cluster MW-1, MW-2 and MW-3
- City of Miramar – Production Well Construction Administration
- City of Hollywood – Production Well Construction Administration
- City of Hollywood – Production Well Construction Administration
- Everglades Club – Floridan Supply Well Construction Administration
- La Gorce Country Club – Floridan Supply Well Construction Administration
- Florida Department of Environmental Protection – Underground Storage Tank and Drycleaner Cleanup Programs

Education

BA Geology (2000) – Florida Atlantic University

Employment History

Florida Design Drilling Corporation 2016 – Present
Cardno, Inc. 2014 – 2016
AMPS, Inc. 2013 - 2014
Malcolm Pirnie, Inc. (Arcadis) 2007 to 2013
LBFH, Inc. (Boyle) 2003 to 2007
Blasland, Bouck and Lee, Inc. (Arcadis) 2002 to 2003
Gerhardt M. Witt & Associates, Inc 2001 to 2002
Foster Wheeler Environmental Corporation (Tetra Tech) 2000 to 2001

Noah D. Ringdahl
7733 Hooper Road
West Palm Beach, FL 33411
561-909-7295

Licenses:

Florida State Water Well Contractors License #11349

Experience:

September 2018 to Present

Florida Design Drilling Corporation

President and Stockholder Leading an first class organization of 75 employees
Project Management – Supervise and guide project management team
Supervise and Lead a team of 5 PM's
Estimating – Lead Estimating team
Supervise and Lead a team of 3 estimators
Drilling and Construction Technical Lead
Supervise and Lead a team of 4 Drilling and Construction Superintendants
Engineering Technical Lead
Supervise and Lead a team of 4 Engineers and Technicians

May 2008 to September 2018

Florida Design Drilling Corporation

Vice President and Stockholder
Project Management – Various size projects, oversight of all aspects
Estimating – Lead role in estimating large drilling projects and subsequent buyout
Engineering, Design, and Construction of Equipment
200,000lb class super portable electric drilling rig
Halliburton style 6 bbl/min cement unit
Various pump skids and associated process controls and instrumentation
Support equipment engineering and design
Equipment handling system design and implementation

March 2005 to June 2008

CH2M Hill Inc.

Process, Instrumentation, and Controls Engineer
Process Engineering Design of Water Plants
Simulation, design, and implementation of Process Controls
Luggage Point AWTP, Brisbane Australia
Gippsland Water Factory, Melbourne Australia
LVVWD, Las Vegas, Nevada
LADWP, Los Angeles, California
Bonita Springs Utilities, Bonita Springs, Florida
Toho Water Authority, Kissimmee, Florida
Seminole County Utilities, Sanford, Florida

February 2002 to June 2004

Self Employed – (During full time college studies)

High performance vehicle tuning, wire harness fabrication, and engine swaps

Property management – successfully purchased and managed multibedroom residence to provide myself with free room during college years by renting rooms to other college students.

1996 to 2000

Well Water Systems Inc.

Project Assistant

Pump Testing

Well Rehabilitation

Systems troubleshooting and Programming

Education:

University of Central Florida - 2005

Bachelor of Science in Mechanical Engineering

1st place: College of Engineering Design Competition – Fall 2002

1st place: College of Engineering Design Competition – Spring 2003

Brandon Holst
CELL: (561) 568-1231
BRANDON@FLDRILLING.COM

7 years of experience in the field of water well contractor services. The majority of experience is involved with management of deep injection well, ASR well, and water supply well construction and testing.

Mr. Holst has performed permitting and construction management for drilling and testing of numerous deep injection wells (DIW), Aquifer Storage and Recover (ASR wells), Floridan aquifer reverse-osmosis (RO) water supply wells and Surficial and Biscayne aquifer water supply wells. He has also performed management of rehabilitation efforts for deep injection wells, monitor wells, and numerous Floridan aquifer, Surficial aquifer, and Biscayne aquifer production wells.

General well construction management experience:

- Construction management during new well construction and existing well rehabilitation
- Permitting
- Ensuring compliance with contract specifications and regulatory agencies
- Communication with client, contractor, and regulatory agencies
- Record keeping
- Prepare for and lead construction progress meetings
- Interim and Final Reports
- Budget Tracking

CLIENTS AND PROJECT EXPERIENCE

Deep Injection Well Construction

North Springs Improvement District (NSID) – Deep Injection Well IW-1 and Dual-Zone Monitor Well DZMW-1

NSID Deep Injection Well system design build project. Complete: The project includes design and construction management services during installation of the first deep injection well and associated dual-zone monitor well at the NSID WTP. IW-1 was constructed as a dual-purpose Class I deep injection well with a 16-inch diameter final steel casing and 10 ¾-inch diameter FRP liner with fluid filled annulus. Complete design-build team project.

Tampa Electric Company (TECO) – Big Bend Deep Injection Well IW-1, IW-2 and Dual-Zone Monitor Well DZMW-1 and DZMW-2

TECO Big Bend Flue Gas Disposal Deep Injection Well system. Near completion: The project includes construction management of two deep injection wells and associated dual-zone monitor wells at the TECO Big Bend facility. Injection wells are constructed as a dual-purpose Class V deep injection well (to be converted to Class I DIW) with a 20-inch diameter final steel casing and 8 ¾-inch diameter FRP liner with cemented annulus.

South Florida Water Management District (SFWMD) LOWRP ASR – LOWRP ASR Test Wells C38N/C38S Project

SFWMD Lake Okeechobee Watershed Restoration Project (LOWRP) ASR wells. Near Completion: The project includes construction management of four ASR wells and associated dual-zone monitor wells at the C38N and C38S sites. ASR wells are constructed under FDEP UIC permits with 24-inch diameter Final FRP casings.

FPL Miami-Dade Clean Water Recovery Center Project – Injections Wells DIW-2 and DIW-3

FPL Turkey Point Facility Deep Injection Well system. Under construction: The project includes construction management of two deep injection wells and associated dual-zone monitor well at the FPL Turkey Point facility. Injection wells are constructed as a dual-purpose Class I deep injection well with a 24-inch diameter final steel casing and 18-inch diameter FRP liner with fluid filled annulus.

Water Supply Well and General Construction Experience

Miami Dade Floridan Aquifer Monitoring Wells FA-1 and FA-4

Miami Dade Water and Sewer Department North District Wastewater Treatment Plant. Complete: The initial intention of the project was to abandon the lower monitoring zones of two existing dual zone monitoring wells and drill two new lower floridan aquifer monitoring wells. However, the existing dual zone monitoring wells were determined to be unviable. The existing dual zone monitoring wells were abandoned and two new dual zone monitoring wells were constructed. Each well was constructed with 18-inch diameter steel UMZ casing and 7-inch diameter FRP LMZ casing.

Town of Jupiter Surficial Aquifer Well Replacement Program (Wells 6-11)

Town of Jupiter Water Treatment Plant. Complete: The project included the plugging and abandonment of six existing surficial aquifer wells and the construction and testing of four new surficial aquifer production wells with a 20-inch diameter final PVC casing.

Martin County Floridan Wells TFRO-6 and TFRO-7

Martin County Utilities Tropical Farms Water Treatment Plant. Complete: The project included the construction and testing of two new floridan aquifer production wells with a 12-inch diameter final PVC casing.

Palm Beach County Wellfield Improvements Phase I

Palm Beach County Water Utilities Department Water Treatment Plants 3 and 9. Complete: The project included the plugging and abandonment of three existing surficial aquifer production wells, the screen removal and replacement of seven existing surficial aquifer production wells, and the construction and testing of four new surficial aquifer production wells with a 16” 316SS screen and PVC riser casing.

Palm Beach County Wellfield Improvements Phase II

Palm Beach County Water Utilities Department Water Treatment Plants 2 and 8. Under Construction: The project includes the plugging and abandonment of five existing surficial aquifer production wells, the screen removal and replacement of four existing surficial aquifer production wells, and the construction and testing of five new surficial aquifer production wells with a 16” 316SS screen and PVC riser casing.

Education

BS Mechanical Engineering (2020) – Florida Atlantic University

Employment History

Florida Design Drilling LLC 2016 - Present

Jeffrey Turner Holst

Senior Vice President - Project Management & Estimating

Professional summary

Mr. Holst is a construction industry professional with over 16 years of experience as a project manager, estimator, and executive vice president. His areas of expertise include water & wastewater treatment facilities, production wells, deep injection wells, pipeline utilities, and pump/lift stations. Mr. Holst's responsibilities include management of all aspects of construction for municipal construction projects, contract/change order negotiations, cost estimating, subcontract management, design/value engineering, cost controls, and CPM scheduling. Mr. Holst deals in an honest manner with suppliers and subcontractors to encourage a trusting, team atmosphere. He focuses on the overall project, carefully identifying and emphasizing the important details to on-site management and subcontractors, to ensure a safe, quality, on-time, and under-budget project completion.

Education

Bachelor of Science, Mechanical Engineering, University of Florida, Gainesville, FL, 2006

Certifications & Training

State of Florida **Certified General Contractor CGC1522104**
30 Credit Hours of **OSHA Construction Industry Safety and Health Standards Training**
Project Management Certification in **Primavera P6**
Basic Certification **MC^2 Interactive Cost Estimating**

Employment History

Senior Vice President, Florida Design Drilling Corp. (2019-present)
Vice President, Florida Design Drilling Corp. (2015-2019)
Project Manager, Florida Design Drilling Corp. (2013-2015)
Construction Manager, Mathews Consulting, Inc. (2013)
Project Manager, Florida Design Contractors, Inc. (2012-2013)
Project Engineer, TA Loving Co. (2011-2012)
Project Manager, Florida Design Contractors, Inc. (2010-2011)
Project Engineer, Florida Design Contractors, Inc. (2006-2010)
Assistant Project Manager Intern, Florida Design Contractors, Inc. (2006)

Representative Projects

Project Manager, City of Cooper City – Water Storage Tank Replacement, Cooper City, FL. The principal feature of the Work to be performed under this Contract include the construction of a new 0.5 MG water storage stank, including but not limited to: Complete demolition, removal and/or disposal of exiting 0.5 MG steel water storage tank and associated piping and equipment. Construction of a new 0.5 MG prestressed concrete water storage tank with associated piping, ladders, access hatches and equipment. Restoration and landscaping, including tree trimming, removal, and/or relocation. Preparation and submittal of a detailed schedule of work that clearly demonstrates the Contractor's plan for completing the work within the time provided in the notice to proceed. Equipment Start-up commissioning to be completed by manufacturer's representative and subcontractor. Permitting requirements including as required by local regulations. Construction Amount: $947,000.00.

Project Manager, Seacoast Utility Authority – Reconstruction of Surficial Aquifer Wells HR-9A, HR-11A, HR-14A, HR-16A, and HR-18A, Palm Beach Gardens, FL. The Work is generally described as follows. The project entails demolition of five (5) existing wellheads and civil, mechanical, electrical, and instrumentation equipment, and reconstruction of five (5) existing surficial aquifer production wells including installation of five wellheads, sitework, and associated electrical and instrumentation necessary to serve the five wells within the Hood Road wellfield. The Work also includes a new control panel for a separate well. The well reconstruction work includes removal of the well screen, casing, overdrilling, new casing installation, cement grouting, and well development/testing. The Contractor shall furnish/install new wellhead appurtenances, concrete pad, pumps, piping and all required civil, electrical, and instrumentation work for a fully-functioning system as shown on the drawings and specifications. Construction Amount: $2,594,949.00.

Project Manager, Palm Beach County Water Utilities Department - WTP 11 High Service Pump Electrical Building WUD 18-005, Belle Glade, FL. Construct; (i) a new High Service Pump Station (HSP) electrical building at Water Treatment Plant No. 11 (WTP11) to replace the existing HSP electrical building complete with associated civil improvements, (ii) 24-inch suction pipeline from the ground storage tanks to the High Service Pump Station suction header, (iii) replacement of piping, fittings and appurtenances at the High Service Pump Station, and (iv) associated electrical, instrumentation and controls work to support the above referenced improvements. Construction Amount: $3,590,000.00.

Project Manager, City of Lake Worth – Potable Well No. 16 at 2nd Avenue North, Lake Worth, FL. Construction of new 250' surficial production well, steel & PVC casing, interval testing, screen, development, pump testing, disinfection. Relocation of 300' of 6" PVC force main, new 16" raw water main, new electrical service, concrete, asphalt, fencing, flanged DIP, submersible well pump & motor, control panel, I&C, MOT. Construction Amount: $494,949.

Construction Manager, Ocean Reef Club – Floridan Aquifer Well No. 7, North Key Largo, FL. Construction Management Services during the construction of the new Floridan production well, concrete block well and electrical building, VFD-driven vertical turbine well pump, SSTL wellhead piping, HDPE raw water main including directional drilling, and all associated electrical and instrumentation including new 480V service to project site. Construction Amount: $2,148,495.

Construction Manager, City of Boca Raton – Membrane Concentrate Line and Pump Station, Boca Raton, FL. Construction Management Services during the construction of the new concentrate pump station including submersible pumps and Tremie-set precast concrete structures, MJ and flanged DIP up to 36”, 42” PCCP tap, dewatering, sheeting & shoring, and all associated electrical and instrumentation. Construction Amount: $1,198,000.

Project Manager, City of Boca Raton – Water Supply Wells 28W, 31W, & 33W, Boca Raton, FL. General Contracting Services during the construction of the new production wells including well drilling, submersible pumps installation, wellhead and wellpad construction, DIP and PVC raw and reclaimed water mains, asphalt road construction, portable generator, RTU system, and all associated electrical and instrumentation including new 480V service to project site. Construction Amount: $3,397,990.

Project Manager, Immokalee Water & Sewer District – Wastewater System Improvements Phase 1 Expansion, Immokalee, FL. General Contracting Services during the construction of the new 0.75 MGD expansion including cast-in-place concrete oxidation ditch, chlorine contact basin, CMU administration building and electrical buildings, rotor aerators, steel clarifier, sludge holding, and RAS/WAS pump station tanks, clarifier mechanism, pumps, cast-in-place concrete pretreatment headworks with grit classifier and mechanical bar screen, precast concrete influent pump station with submersible pumps, yard piping up to 36", sanitary sewer system, dewatering, sheeting, and shoring, chemical injection systems, site lighting, emergency backup diesel generator, and all associated electrical and instrumentation including new 480V service to project site. Construction Amount: $6,837,000.

Project Manager, Town of Howey-in-the-Hills – West Central Avenue WTF Expansion, Howey-in-the-Hills, FL. General Contracting Services during the construction of the new production well, new 0.75 MG prestressed concrete GST, high service pump station with metal building structure, precast concrete chemical and electrical buildings, underground DIP and PVC piping up to 30" diameter, asphalt paving, concrete slabs-on-grade, well pump and piping, chemical injection systems, site lighting, emergency backup diesel generator, RTU system, and all associated electrical and instrumentation including new 480V service to project site. Construction Amount: $1,711,940.

Project Engineer, NAVFAC – Hadnot Point & French Creek Utilities, Camp Lejeune, NC. Utility subcontracting services during the construction of the new cast-in-place 30' deep lift station with submersible pumps, piping, valves, new precast 12' diameter lift station with submersible pumps, engineered sheeting and shoring systems, major dewatering operations, retrofit existing raw sewage pump stations for new diesel-driven emergency backup pumps, replace submersible pumps at existing raw sewage pump stations, demolition of dozens of existing lift stations, installation of new water meters and vaults for existing water mains, and all associated electrical and instrumentation including new 480V service to project sites. Construction Amount: $23,325,000.

Project Manager, City of Hialeah – Deep Injection Well Pump Station, Hialeah, FL. General Contracting Services during the construction of the new cast-in-place concrete pump station wetwell, metal pump building, deep injection well horizontal centrifugal pumps, HDPE yard piping up to 24", concrete well pads, deep injection wellheads, deep injection well annular space pressure systems, dual zone monitor wellhead and pumps, SD-20 flanged process piping, motor operated valves, metal electrical building, VFD's, HVAC, and all associated electrical and instrumentation, including new SCADA screens and control strategy. Construction Amount: $2,570,158.

Project Manager, City of Dania Beach – Nanofiltration WTP Membrane Control Building, Dania Beach, FL. Process Subcontracting Services during the construction of the new nanofiltration WTP expansion including HDPE yard piping, installation of all equipment including nanofiltration systems, degasifier, chemical feed systems, sand separators, chemical pumps, feed pumps, blowers, and instrumentation, replacement of clearwell transfer pumps, installation, testing, and clearance of all process piping. Construction Amount: $676,475.

Project Manager, Village of Tequesta – Water Treatment Plant 3.6 MGD Expansion, Tequesta, FL. General Contracting Services during the construction of the new 1.2 MGD RO skid, 300 HP high pressure feed pump, 316 SS flanged RO piping, degasifier and scrubber system with FRP ductwork, sodium hypochlorite injection system, yard piping, new centrifugal well pump and piping, and all associated electrical and instrumentation, including new SCADA screens and control strategy. Construction Amount: $2,300,604.

Project Manager, City of Moore Haven – Water System Improvements, Moore Haven, FL. General Contracting Services during the construction of the new 0.3 MG potable water prestressed concrete storage tank with VFD-driven high service pumps and hypochlorite feed system, generator, electrical building, altitude valve, directional bores for new water main, 5,000+ feet of new DIP water main, electrical and I&C. New GE Zenon ultrafiltration system including all electrical and I&C installed at existing water plant. Construction Amount: $3,511,383.

Project Manager, City of North Miami Beach – Norwood-Oeffler WTP VOC Removal, North Miami Beach, FL. General Contracting Services during the construction of the new tray aerator and relocation of existing tray aerators, new raw water transfer pump station and CIP wetwell below-grade (sheeting, shorting, dewatering). Yard piping up to 36" diameter for new raw water systems, rehab of 3 existing production wells, new lime feed system, rehab of clarifier tanks and replacement of clarifier mechanisms, new degasifier system including electrical and I&C. Construction Amount: $3,822,015.

Project Manager, City of Vero Beach – Storage Reservoir and Injection Well Pump Station & Booster Pump Stations, Vero Beach, FL. General Contracting Services during the construction of the new 3 MG prestressed concrete storage tank for reclaimed water, DIW pump station, outfit DIW with piping and annular space pressure system, outfit monitor well, backup generator, yard piping for RO concentrate discharge and reclaimed GST. New reclaim inline booster pump station including yard piping, VFD-driven VTP's, electrical, and I&C. Construction Amount: $3,400,000.

Project Manager, City of LaBelle – Water Treatment Plant Membrane Upgrades, LaBelle, FL. General Contracting Services during the construction of the new NF system and building including all I&C and electrical. Construct chemical feed systems, concentrate wetwell and pump station, new raw and potable water mains, backup generator, replace existing high service pumps. Construction Amount: $967,055.

Project Engineer, City of Boca Raton – Reclaimed Water Storage Tank & Pumping Facility, Boca Raton, FL. General Contracting Services during the construction of the new 5 MG prestressed concrete storage tank and high service pump station for reclaimed water. Pump/electrical building, yard piping, reclaimed water main piping, potable water main extension, force main extension, altitude valve, paving, VFD's, all electrical and I&C. Extensive earthwork and landscaping. Dewatering. Construction Amount: $3,914,909.

Project Engineer, FGUA – Lehigh Acres WWTP Reclaimed Storage, Pumping, and Deep Injection Well Conveyance System, Lehigh Acres, FL. General Contracting Services during the construction of the new reclaimed prestressed concrete GST and transfer pump station, outfit DIW with piping, valves, new electrical building, two new meter vaults, and all associated yard piping. Dewatering required for 12' deep pump cans and piping. Includes all electrical and I&C. Construction Amount: $2,066,100.

Project Engineer, City of Port Saint Lucie – Midport Pump Station Improvements, Port Saint Lucie, FL. General Contracting Services during the construction of the new 2.0 MG potable water GST, replace existing VFD-driven high service pumps, yard piping, new chemical building and chemical feed systems, replace existing generator and ATS, including all electrical and I&C. Construction Amount: $2,077,650.

Project Engineer, City of Coconut Creek – Hillsboro Water Storage Tank and Administration Building, Coconut Creek, FL. General Contracting Services during the construction of the new two story admin building with CCTV, security entry system, parking lot, paving, fencing, landscaping, and irrigation. New prestressed concrete potable GST, high service pump station with building and VFD's, altitude valve, yard piping, storm water and sewer collection systems, including all electrical and I&C. Construction Amount: $5,675,325.

Project Engineer, Palm Beach County Water Utilities – Southern Region Water Reclamation Facility Short Term Odor Control Improvements, Delray Beach, FL. General Contracting Services during the construction of the new odor control scrubber system including CIP concrete slabs, yard piping, chemical feed systems, transfer pumps, blowers, and ductwork for two different facilities, new sewer piping and manhole systems, including all electrical and I&C. Construction Amount: $2,054,701.

Project Engineer, Seminole County – Yankee Lake WRF Phase 1 Improvements & Greenwood Lakes WWTF Dewatering, Sanford, FL. General Contracting Services during the construction of the new 3.5 MGD reclaimed facility expansion including prestressed concrete GST, new dewatering press and building, extensive yard piping up to 36" diameter, sludge transfer pump station, new sludge mixers, replace disc membrane diffusers at aeration basins, replace slide gates at fermentation and aeration basins, two electrical buildings, new influent equalization transfer pump station with above-ground wetwell and VFD-driven pumps, two new generators with paralleling switchgear, including all electrical and I&C. Construction Amount: $9,768,661.

Project Engineer, Town of Jupiter – Abacoa Generator Building, Surficial Wellheads 39-47 and Electrical Improvements, Jupiter, FL. General Contracting Services during the construction of the new generator with external fuel tank and generator building, including architectural elements, landscaping, and paving. Outfit 5 production wells with SSTL wellheads, pumps, piping, and appurtenances, new raw water main piping and electrical ductbanks to feed wellheads, including all I&C and RTU. Construction Amount: $2,740,191.

Project Engineer, Village of Tequesta – Water Treatment Plant 2.4 MGD Expansion, Tequesta, FL. General Contracting Services during the construction of the new 1.2 MG reverse osmosis system, 300 HP RO pressure pump, associated 316 SSTL piping. New sodium hypochlorite feed system and building, new NaOCl storage tanks and mixing system. New programming and screens for plant SCADA system. New RO production well pump and building, including associated piping, electrical, and controls. Construction Amount: $2,572,000.

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 16, 2023
Secretary of State
9545362773CC

DOCUMENT# L22000534697

Entity Name: FLORIDA DESIGN DRILLING LLC

Current Principal Place of Business:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411

Current Mailing Address:

7733 HOOPER ROAD
WEST PALM BEACH, FL 33411 US

FEI Number: 20-2779560

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SCHMIDT, JAMES ESQ
2904 W. BAY TO BAY BLVD
TAMPA, FL 33629 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR, CEO
Name	RINGDAHL, DANIEL C
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	MGR, PRESIDENT
Name	RINGDAHL, NOAH D
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	SENIOR VP
Name	HOLST, JEFFREY TURNER
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	CONTROLLER
Name	WILLIAMS, PAULA V
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	VP
Name	HOLST, BRANDON K
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	VP
Name	MARTIN, NICHOLAS KEITH
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

Title	SECRETARY
Name	ALFIERI, JEANINE
Address	7733 HOOPER ROAD
City-State-Zip:	WEST PALM BEACH FL 33411

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL RINGDAHL MGR 01/16/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

Accident Prevention & Safety Policy

REV. DATE: 5/9/2020 REV. NUMBER: 14

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

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Hazardous Waste Management

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

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ITEM

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2. Accident and Illness Report
3. Injury and Illness Log
4. Hazard Assessment Review Form
5. Personal Protective Equipment

Additions to Plan:

Safety Inspection Checklist for Construction Equipment

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

NAME OF CONTRACTOR: Florida Design Drilling Corp.

ADDRESS: 7733 Hooper Road

West Palm Beach, FL 33411

Palm Beach County

COMPANY SAFETY OFFICER: Lou Goldberg

PROJECT SUPERINTENDENT: Bruce Balmer

SENIOR VICE PRESIDENT WELLS: Mike Black

SENIOR VICE PRESIDENT GC: Jeff Holst

PRESIDENT: Noah Ringdahl

CEO: Dan Ringdahl

SAFETY POLICY

The Accident Prevention Policy has been established to provide management, employees, subcontractors, and clients a firm understanding of the company's position regarding the prevention of accidents and to provide guidelines to insure a safe workplace for employees of Florida Design Drilling Corp. and its subcontractors.

Florida Design Drilling Corp. will comply with or exceed all OSHA Standards and takes the position that safety is a tool of production and expects all employees and subcontractors doing work for the company to follow the requirements set forth in this program.

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SAFETY PERSONNEL

The Project Superintendent will be responsible for supervising and coordinating the Site Safety Program.

The Project Superintendent shall be responsible for the following:

1. Enforce the Accident Prevention Policy at all times during the progress ofwork.
2. Ensure that all safety violations are corrected as soon as possible.
3. Conduct weekly safety meetings.
4. Ensure that all injuries are handled and reported in proper manner.
5. Conduct accident investigations and document the findings of these investigations.
6. Ensure that all employees and all subcontractor employees receive an oral safety orientation and a copy of company safety rules before beginning work on the project.
7. Monitor all subcontractors on the project to ensure that they comply with the rules set forth by the plan.

It should also be noted that all management staff within Florida Design Drilling' organization will be responsible for enforcing the company safety standards.

RESPONSIBILITIES OF SUBCONTRACTORS

All Subcontractors shall:

1. Coordinate in enforcing the Accident Prevention Plan when performing work on project sites.
2. Ensure that all safety violations by their employees are reported to the Site Safety Officer and are corrected as soon as possible.
3. Ensure that all injuries are handled and reported in proper manner to the Project Superintendent.
4. Co-operate in conducting accident investigations and documenting the findings of these investigations.

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NOTE: THE FOLLOWING THREE PAGES WILL BE PHOTOCOPIED AND GIVEN TO EACH EMPLOYEE AT THE TIME THE SAFETY ORIENTATION IS GIVEN.

FLORIDA DESIGN DRILLING CORP.

COMPANY SAFETY RULES

Florida Design Drilling Corp.
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SAFETY RULES

The safe and efficient operation of a construction site requires a spirit of teamwork and cooperation from all employees. Employees who refuse or fail to follow the standards set forth herein will subject themselves to disciplinary action up to and including discharge. In cases not specifically covered in this document, employees are expected to exercise good judgment and refer any and all questions to their supervisors.

SECTION I

Construction employees who are found participating in any one of the following activities will be subject to IMMEDIATE DISCHARGE:

1. The consumption, use, possession, sale or distribution of alcoholic beverages. This includes at breaks and at lunch, whether taken on or off the site.
2. Possessing or using a controlled/illegal substance or attempting to bring the same onto the job site.
3. Being under the influence of alcohol or a controlled/illegal substance.
4. Theft or attempted theft of Florida Design Drilling, Subcontractor, Owner or another employee's property.
5. Fighting or attempting a willful act to cause bodily injury upon another person on the job site.
6. Threatening or intimidating a supervisor or another employee.
7. Possession of firearms, explosives or other weapons on the construction site.
8. Defacing or willful destruction of Florida Design Drilling, or Owner property.

SECTION II

Construction employees found participating in any of the following activities will be subject to one of the following disciplinary actions depending on the severity of the offense:

1. Oral Warning
2. Written Warning
3. Five day suspension
4. Discharge
    a. Gambling of any form.
    b. Use of threatening language.
    c. Horseplay, pranks, malicious mischief or any other conduct affecting the rights of others.
    d. Immoral conduct, which violates the common decency of fellow employees, Florida Design Drilling, or the community.
    e. Neglect or carelessness in the handling or use of Florida Design Drilling or Owner property.

    f. Loitering on the job site before or after assigned shifts.

g. Distributing or posting of literature, photographs or other printed materials.
h. Soliciting or attempting to solicit or collect funds without prior written permission from Florida Design Drilling.
i. Repeated late starts, early quits and/or excessive absenteeism.

SECTION III

Notification to all construction employees of the Contractor's right to inspect personal property and vehicles.

a. All property being removed from the site shall be subject to inspection.
b. Proper written authorization shall be required to remove supplies, tools, or equipment from the site.
c. Only authorized vehicles shall be permitted to enter the job site. These vehicles must be operated in a safe manner while on the site. All vehicles will be subject to a thorough inspection when leaving the site.
d. Employee parking will be designated by the Project Superintendent.

SECTION IV

All employees are expected to abide by these safety rules in order to provide a safe work place:

1. All employees will wear suitable work clothes. Long pants and shirts are required. No shorts, cut-off pants, tank tops or shirts that are cut off above the shoulders are allowed. Shoes must be substantial work shoes or boots with steel toes. No tennis shoes or sneakers will be permitted on the site.
2. Hard hats are required on all construction sites. No bump caps will be allowed.
3. Proper eye protection will be required for all employees who are involved in work which generates dust or debris or when involved in burning or welding operations.
4. Safety belts and lanyards are required for all employees who are working on an elevated surface or edge without guardrails.
5. Only employees who have been trained in the use of proper hand signals will be used to flag a crane or other piece of equipment.
6. Employees will not allow their family or friends to meet them in their work areas. Meetings will take place only in the designated parking area or at the construction office.
   ALL VISITORS MUST CHECK IN AT THE CONSTRUCTION OFFICE.
7. All ladders will be secured to prevent displacement and will be of the proper height.
8. Employees should seek help when trying to lift heavy loads rather than risk an injury by doing the lifting by themselves.
9. No open fires will be permitted on the site.
10. All injuries shall be reported as soon as possible.
11. Employees should take an active interest in the Safety Program and correct or report all safety violations.
12. Employees shall inspect all electrical tools and cords prior to use. All damaged equipment shall be returned to the tool storage area.

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STATEMENT OF PROJECT SAFETY RULES

I have read and thoroughly understand the rules and regulations of Florida Design Drilling, and I agree and follow them as a condition of employment. I understand that failure to comply with these rules can result in a reprimand or termination. I also understand that if I am injured on the job and not wearing the proper safety equipment, my worker's compensation benefits can be reduced.

Employee Signature

Date

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SITE SAFETY INSPECTIONS

The Company Safety Officer shall ensure that work performed on all project is in full compliance with all pertinent OSHA regulations.

The Company Safety Officer shall:

1. Conduct independent site safety inspections at unannounced random times.

2. Document results of the safety inspection and transmit the information to the Home Office.

3. Suggest procedures to correct any safety violations that might have occurred during inspection.

4. Conduct safety awareness programs from time to time

ACCIDENT REPORTING

All lost-time injuries and property damage accidents in which the property damage exceeds $2,000.00 will be reported to the Company Safety Officer within 48 hours of the accident. All reported accidents will be investigated.

INJURY REPORTING

All work-related injuries, property damages, accidents, or illnesses will be immediately reported to the Florida Design Drilling' field office. The Company Safety Officer will be notified within 24 hours. The Project Superintendent or his delegate will complete the First Report of Injury (Exhibit 3). A copy of this report shall be forwarded to the Home Office.

WORKMEN'S COMPENSATION REPORTING PROCEDURE

All injuries shall be handled and reported in the following manner:

1. All injuries will be recorded in a Accident Log (Exhibit 3). This includes injuries that are just reported even if no treatment is given.

2. If an employee must be sent to the doctor or emergency room, a First Report of Injury (Exhibit 1). A copy will be provided to the Company Safety Officer within 48 hours along with a notice

from the doctor stating the employee's condition or a release to go back to work.
NOTE: A first report of injury must be submitted within 7 days from the accident. If the injury is minor or major, send all copies to the Home Office.

3. The authorization for treatment will be given to the employee to carry with him to the doctor. The bottom half of this form will be completed by the physician and returned to the site by the employee. This will give the employee status, i.e. returned to work, light duty, lost time, etc.
4. The Supervisor's Report of Injury Form (Exhibit 1) must be completed by the employee's foreman and sent to the Home Office.
5. When an employee is sent to the doctor, notify the personnel office by sending a fax of the first report of injury to the Home Office. When the employee returns to the site or when his condition is verified, send the first report of injury, the bottom half of the authorization to treat form, and the Supervisor's Report of Injury form, to the Home Office.

SERIOUS ACCIDENT/DEATH PROCEDURE

In the event of a serious accident or death on a site, the following procedure will be followed:

1. Insure that the injured employee is given first aid and an ambulance is called.
2. Assign someone to guide the ambulance on to the site and to the injured employee. Notify the Company Safety Officer.
3. Secure the accident site and gather all witnesses together so that they can be interviewed about what they observed.
4. Notify the proper local authorities if needed. If in doubt, seek direction from the Home Office.
5. As soon as possible, notify the personnel or the safety office in the Home Office, which will notify the insurance company.
6. The Project Superintendent should stay in touch with the hospital to ascertain the employee's condition and the employee's next of kin should be notified by the Project Superintendent or the Project Manager as soon as possible to prevent them from receiving information from an unauthorized source.
7. An accident investigation should begin at once.
8. Do not make statements concerning the accident to the media and refer all questions to the Corporate Safety Manager or to the Corporation Vice President.

ACCIDENT INVESTIGATION PROCEDURE

1. Secure the accident scene and any equipment or tools that were being used. These may have a bearing during the investigation.
2. Take as many photographs as possible of the accident site and have two copies made. These should be taken as soon as possible following the accident.
3. Get the names and addresses of all witnesses and get a written, signed statement of what they saw.

4. After statements are obtained, take the witnesses back to the accident scene and reenact the sequence of events, which led up to the accident.
5. After all the information has been collected; write an accident report describing in detail what happened. It may help to draw diagrams to make the report more understandable.
6. Send both copies of the accident investigation and both copies of the photographs to the Home Office.

The investigation will begin as soon as possible while all the facts are fresh. This will make the report easier to write and more accurate.

LIABILITY CLAIMS

All liability claims, that is claims, which result in damage to private property, will be reported to the insurance company within 8 hours after the accident is reported.
Notify the Company Safety Officer as soon as possible. When the insurance claims form is filled out, both the original and a photo static copy will be retained.

ALL SUBCONTRACTORS WHO ARE INVOLVED IN LIABILITY CLAIMS MUST SUBMIT TO FLORIDA DESIGN DRILLING A COPY OF THEIR COMPLETED INSURANCE CLAIM FORM WITHIN 24 HOURS FROM WHEN THE ACCIDENT WAS REPORTED AS PROOF THAT THE CLAIM HAS BEEN FILED WITH THEIR INSURANCE CARRIER.

If an employee is sent to a doctor for treatment, a release will be obtained from the doctor on the date of treatment stating {1} employee is not fit for duty; {2} employee is fit for light duty; or {3} employee is fit for duty. A copy of this release must be attached to the accident report.

EMERGENCY PLAN

All projects will maintain a plan, which outlines the steps to be taken in the event of an emergency. This plan will list the following:

1. A list of all local emergency numbers including fire, police, doctor, hospital and E.M.S. departments.

2. Addresses, phone numbers, and directories to local emergency rooms and hospitals.

3. Maps showing evacuation routes from the site in case of disaster (hurricane, flood, fire, etc.).

4. A copy of this plan shall be maintained by the Project Superintendent and a copy shall be posted on the site bulletin board.

5. One large "Life and Safety" first-aid kit shall be placed inside the contractor's office trailer. Contents of kit shall be inventoried and replenished on a regular basis.

Sixteen unit first aid kits complying with ANSI-Z308.1 at a ratio of 1 kit per 25 employees shall be maintained on the site.

6. Office trailer shall be anchored with six auger-screw anchors with tie-bands attached.

7. Plastic four-foot high crowd-control fencing shall be provided in areas of active utilization by members of the public, if applicable.

(i) Bites of Animals

Any warm-blooded animal may suffer from rabies. If an animal bites a person, it will be assumed the animal was rabid until it is proven otherwise. If possible, the animal will be captured or identified and held for medical observation. First aid for animal bites is as follows:

- Control bleeding
- Wash the wound with soap and water and rinse with alcohol.
- Dress and bandage the wound.
- Splint if dealing with an arm or leg.
- Take the victim to a medical facility as quickly as possible (call 911)

(ii) Snakebites

Coral snakes, copperheads, rattlesnakes, and water moccasins are the four types of poisonous snakes found in the United States. The signs and symptoms of snakebite are as follows:

- A sharp stinging pain with one or more puncture marks in the area.
- Swelling, discoloration, and pain in the bitten area.

As the poison goes through the body, other symptoms develop such as:

- Weakness
- Nausea and vomiting
- Weak and rapid pulse
- Respiratory distress
- Shock

The first aid for snakebites will be as follows:

- Begin care at once
- Keep the victim lying down and quiet with the injured part immobile and lower than the rest of the body
- Remove all rings, watches, and bracelets from the fingers or arms.
- Apply constricting bands above and below the area. The constricting bands

should be tight enough to slow down surface circulation but not so tight as to cut off arterial flow.
- Treat for shock.
- Apply an ice pack to the wound **only** if the poisons control center or a doctor advises to do so, do not cut into the bite and suction or squeeze unless you are directed to do so by a doctor. **NEVER** suck the venom from the wound using your mouth.
- Do not give the victim anything by mouth.
  Identify the snake if possible. If the snake can be killed, take it to the hospital with the victim.
- Monitor vital signs while transporting the victim to a medical facility (call 911).
- For persons who frequent regions infested with poisonous snakes, it is recommended that a snakebite kit be carried.

(iii) Poison Ivy, Poison Oak and Poison Sumac

These poisonous plants grow as vines or shrubs, from ankle to shoulder high. The poison comes mainly from their leaves but also may come from bruising their roots, stems and berries. The smoke from burning brush containing these plants has been known to carry the poisons considerable distance. The signs and symptoms of this kind of skin poisoning are as follows:

- A red rash, with some swelling itching and burning, followed by formation of blisters of various sizes filled with blood serum.
- The symptoms appear on the exposed skin surfaces, usually the hands, wrists and arms, six hours to several days of exposure.
- The blisters may fill with pus or contaminated fluid. When they break, crusts and scabs are formed. Considerable fluid may exude from broken blisters.
- When the affected area is large and the inflammation is severe, there may be fever, headache, and general body weakness.

The first aid for the victim of such poisoning will be as follows:

- Contaminated clothing and jewelry should be removed.
- Wash the area with soap and water.
- A lotion may be applied to ease victim's discomfort, if the rash is mild.

HURRICANE AND SEVERE STORM PLAN

A hurricane is a severe storm originating over the tropical waters typically during the months from June to October. Wind speeds near the center of a hurricane will be in excess of 74 miles per hour. A distinctive characteristic of a hurricane is its center eye and counterclockwise rotation with a diameter of ranging from 50 to 1000 miles.

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When a hurricane watch/warnings are issued by the U.S. Weather Bureau, the following actions must be taken depending on the type of alert:

(I) Hurricane Alert I - Condition Yellow

This alert is issued when a hurricane is in the western Atlantic, Caribbean or east of the Gulf of Mexico. Construction materials & equipment need not be relocated during this period. However, the following actions must be taken:

1. Clean up site. Pick all loose trash an excess material.
2. Check all temporary buildings and trailers for proper tie down.
3. Review the schedule for possible critical activities that might be affected.
4. Review delivery schedule for possible impact of a hurricane on delivery of critical items.
5. Coordinate & review preparedness with the Owner's Contracting Engineer.
6. Check for supply of protective material like plywood, lumber, visqueen & sandbags.

(II) Hurricane Alert II - Condition Orange

A hurricane watch is issued when the storm makes a steady movement towards the project site and its vicinity. The following action must be taken:

1. Fill and secure all fuel storage tanks.
2. Secure equipment and material, which is not practical to be relocated.
3. Locate and retain portable generators & utility pumps.
4. Check roof drains and storm drains for any blockage.
5. Check and secure any unfinished work like roofing edges, metal decking and wall panels.

(III) Hurricane Alert III - Condition Red

This is a hurricane warning where hurricane force winds are expected to occur within 24 hrs at the project site and its vicinity. The following actions must be taken:

1. Final cleanup of the entire construction site. All open floors shall be broom cleaned.
2. Trash barrels shall be emptied and secured.
3. Trash dumpsters must be emptied and removed from the jobsite.
4. Secure all temporary toilets to stable objects.
5. Place sand bags at openings at grade to prevent flooding.
6. Install plywood protection at all openings where doors and windows have not been installed.

7. Secure drinking water containers filled with drinking water.
8. Welding machines, compressors, gang boxes and gas bottles to be grouped together and, if possible, secured to stabilize objects.
9. Secure all scaffolding.
10. Crane booms and lifts must be retracted and lowered to a safe position.
11. Earthmoving equipment and other onsite vehicles must be left on high ground with brake set.
12. Relocate all onsite electronic equipment, drawings, plans, specifications, files and records to a safe place.
13. Turn off electrical power at main switches.
14. Notify the Contracting Officer and Project Manager when final preparations are done
15. Evacuate the project site.

After the hurricane has passed through the area, winds and heavy rains have ended; damage assessment, clean up and remobilization of the project shall begin. Activities include:

1. Damage assessment. Review all areas of the project for water & wind damage.
2. Document damage on a video camera.
3. Notify the insurance carrier for a potential claim.
4. Remove standing water.
5. Review the project with the electrician and turn on the power when safe.
6. Remove all temporary protective measures.
7. Clean-up and dispose of all damaged materials and debris.
8. Meet with the Contracting Officer's representative to review damage and schedule impact.

PERSONAL PROTECTIVE EQUIPMENT

The construction site is a hardhat area and hardhats must meet the requirements of OSHA 1910. Hard hats are required to be worn at all times and shall meet ANSI Type A or B requirements. No metal hard hats are allowed. Hardhat signs shall be posted in work areas.

Minimum protective clothing required for all employees will meet the requirements of OSHA 1910. Long pants will be worn. No cut-offs or shorts will be acceptable. The minimum shirt requirement will be a T-shirt with 4" sleeves. Employees will not be allowed to work without shirts.

Noise control provisions of OSHA 1910 will be complied with. Earplugs and/or muffs will be furnished for work, which may occur in high noise areas.

Eye and face protection provisions of OSHA 1910-133 will be complied with.

Only NIOSH or MSHA approved respiratory protection will be used as required by 30 CFR Part 11.

Heavy work shoes with substantial soles and steel toes will be worn. Sneakers or similar type

shoes are not acceptable. All footwear shall conform to ANSI-Z41. One Scott Air Pack will be maintained on site.

HOUSEKEEPING

All sites will be maintained in an orderly manner free from accumulations of scrap materials and rubbish. Daily job-site clean up shall be performed. Trash barrels will be provided on all sites and will be emptied regularly. All nails protruding from scrap lumber will be bent or removed before discarding.

Stairways, passageways, gangways and access ways will be kept free of materials, supplies, and obstructions at all times.

SANITATION

Drinking water will be obtained and provided for in accordance with 1910.141. Potable drinking water shall be provided in all places of employment in accordance with 1910.141(b)(1)(c). Portable drinking water dispensers shall be used. Dispensers shall be capable of being closed and also have a tap. Disposable cups will be used and properly disposed of in waste receptacles.

Temporary chemical toilet facilities will be provided for workers in accordance with 1910.141©91). One toilet facility will be provided at each active work area. Routine servicing and cleaning of toilet facilities will be maintained. Sewage disposal will be in accordance with Federal, State and Local health regulations.

FIRE PREVENTION

Fire extinguishers, a minimum of 10 lbs. ABC type, will be used on all sites and will be placed where needed. In addition, all fire extinguisher locations should be marked. All flammable materials shall be stored safely and in a proper manner. All flammable liquids will be stored in proper O.S.H.A. approved safety containers. Section "Fire Prevention for Contractors" has been added as part of this program and shall be administered and adhered to accordingly.

All compressed gas cylinders will be secured in an upright position at all times and capped when not in use. Proper separation will be maintained between oxygen and fuel cylinders in storage. Fire extinguishers will be present at each area where burning and welding operations are being performed and where fuel cylinders are stored. Cutting and welding torch equipment will be provided with backflow prevention devices at all fuel, gas, and oxygen station outlets. These cylinder storage areas will be marked as a "No Smoking" area. Cylinders will be hoisted while secured in a cart or by other acceptable means and not by choker slings.

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OTHER CONTRACTOR PROVISIONS

This Accident Prevention Policy has been established to provide management employees, subcontractors, and clients a firm understanding of the company's position regarding the prevention of accidents and to provide guidelines to insure a safe workplace for employees of Florida Design Drilling Corp. and its subcontractors.

Florida Design Drilling Corp. will comply with or exceed all O.S.H.A. Standards and takes the position that safety is a tool of production and expects all subcontractors doing work for the company to follow the requirements set forth in this program.

All pertinent requirements of the 29 CFR OSHA 1910 General Industry Regulations will be part of Florida Design Drilling Corp. Accident Prevention Policy and will be strictly adhered to by all Florida Design and subcontracting personnel on this contract.

FALL PROTECTION

All scaffolding shall be erected complete with guardrails, midrails, toe boards, and shall be tied into the existing structure after the second riser or every 12' vertical height. Handrail shall be approximately 42" high. All ladders will be of the proper type, height and will be tied off to guard against displacement. If a ladder is used in a walkway or driveway, it will be guarded by a barricade or a guard to prevent displacement by traffic. Interior floor openings will be guarded by standard guardrails or by a substantial covering secured and marked. Perimeter protection will be provided by standard 48" high cable or guardrails with 24"midrail or cable. This protection is required at all edges of floor openings, ramps or platforms, etc., as required by 1910.28(a), where employees must work. Stairways shall be protected by handrails and tread fillers. NOTE: All guardrails, handrails, and floor coverings shall support a minimum of 200 pounds. Safety harnesses and lanyards will be required, and their use will be enforced for employees working at locations where other methods of fall protection are not feasible.

ELECTRICAL

All temporary 110-volt receptacles provided for construction use will be protected by Ground Fault Circuit Interrupters (G.F.C.I.) in instances where G.F.C.I. protected circuits are not available, portable G.F.C.I.s shall be provided. All G.F.C.I.s should be tested daily by qualified personnel.

Extension cords and electrical tools excluding double insulated tools shall be of the three-wire type. Flexible (extension) cords shall be of the hard usage or extra-hard usage (SO, SOJ, etc.) types per N.E.C. All cords shall be inspected daily and where there is evidence of damage, the damaged item shall be removed from service and tagged until repairs are made.

EXCAVATIONS AND TRENCHING

All excavations and trenches over 4 feet in depth shall be properly sloped or shored. O.S.H.A.

1926.652 Table P-1 provides a guide for sloping of banks. Excavated material or other materials shall be stored at least 2 feet or more from the edge of the excavation.

Employees working in trenches 4 feet or more in depth shall be provided with an adequate exit such as a ladder. This exit shall be located so as to require not more than 24 feet lateral travel. At least two means of access shall be provided for personnel working in excavations.

All excavations and trenches shall be flagged to prevent unauthorized access.

Guardrails, fences or barricades, and warning lights or other illumination maintained from sunset to sunup, shall be placed at all excavations which are adjacent to paths, walkways, sidewalks, driveways and other pedestrian or vehicle thoroughfares. Adequate physical protection shall be provided at all remotely located excavations.

HAZARDOUS WASTE MANAGEMENT

All spillage of hazardous materials, regardless of quantity, will be reported immediately to the Project Superintendent. Examples of hazardous materials include but are not limited to the following: gasoline, fuel oil, acetone, equipment oil, contaminated water, all solvents, and any suspect or unknown material.

MECHANIZED EQUIPMENT

All equipment will be inspected prior to bringing on site. All equipment shall be properly maintained and in safe operating condition. 1910.211 applies to this section.

Equipment shall be equipped with backup alarms, ROPS, fire extinguishers and any other safety requirements that might be needed.

MOTOR VEHICLES

All vehicles will be maintained in proper operating condition and meet all legal requirements. All drivers shall have current driver's licenses. Safety belts shall be worn at all times.

CRANES

All cranes shall be inspected by an O.S.H.A. qualified person prior to being placed into service.

Wire rope and hook inspection reports shall be done weekly and kept on file at the site. Cranes will be operated by qualified personnel. Operators will maintain their equipment in safe operating condition.

Open hooks are prohibited in rigging used to hoist loads.

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Hot-Work Fire Safety Precautions Checklist

This check must be on site at all times while hot work is proceeding

Before the Work

Cutting and/or welding equipment must be thoroughly inspected and found to be in good repair, free of damage or defects.

A multi-purpose dry chemical, portable fire extinguisher must be located such that it is immediately available to the work and is fully charged and ready for use.

At least one fire alarm pull station or means of contacting the fire department (ie site telephone) must be available and accessible to person(s) conducting the cutting/welding operation

Floor areas under and at least 35 feet around the cutting/welding operation must be swept clean of combustible and flammable materials

All construction equipment fueling activities and fuel storage must be relocated at least 35 feet away from the cutting/welding operation.

Where applicable, the following precautions will also be taken before the work begins:

Combustible floors must be covered by fire resistant shields (fire retardant plywood, flame-proof, tarpaulin, metal, etc.).

Sparks/slag catchers (fire retardant plywood, flame proof tarpaulins, metal, etc.) must be suspended below any elevated cutting/welding operation.

All floor and wall openings must be covered to prevent sparks/slag from traveling to other, unprotected areas.

Containers in or on which cutting/welding will take place must be purged of flammable vapors.

For outdoor operations, all dry grass and other flammables shall be cleaned within 35 feet of activity. A water supply sufficient to extinguish small fires shall be readily available.

During/After the work inspections

Person(s) must be assigned to a fire watch during and for at least 30 minutes after all cutting/welding ceases.

Fire watch person(s) are to be supplied with multi-purpose dry chemical, portable fire extinguisher and trained in its use.

A fire alarm pull station or means of contacting the fire department (i.e. site telephone) available and accessible to fire watch person(s).

During/After the work

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The location where this work will take place has been examined before the start of cutting/welding operations and all the appropriate precautions have been taken. Responsible party to sign under Signature 1 for each date

The work area and all adjacent areas to which sparks and heat might have spread (including floor levels above and below and on opposite side of walls) were inspected 30 minutes after the cutting and or welding operations ceased for the day and where found to be fire safe. Responsible party to sign under Signature 2 for each date.

Date_____ Before_____ After_____
Date_____ Before_____ After_____
Date_____ Before_____ After_____
Date_____ Before_____ After_____
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Date_____ Before_____ After_____
Date_____ Before_____ After_____

SAFETY TAG AND LOCKOUT

Protection will be provided by shutting off and locking out the electrical source to stationary or permanently installed equipment. In some cases, it may be necessary to remove fuses or to disconnect wires to provide protection.

On pneumatic, process, utility piping, and hydraulic systems, the pressure will be released; the system shut off and locked out if possible.

"DANGER DO NOT OPERATE" tags shall be attached to all locks on all systems. The tag will be signed and dated by the craft supervisory personnel placing the lock. Locks will be removed only by the craft placing the lock. Tampering or removing a lock without going through proper channels will be grounds for dismissal.

WARNING SIGNS

Warning signs shall be posted in accordance with 1910.145

ADMINISTRATIVE RESPIRATORY PROTECTION PROGRAM

(I) General

The purpose of this plan is to provide respiratory protection for employees of Florida Design Drilling in compliance with the OSHA General Industry Standard for respiratory protection 29 CFR 1910.139

GUIDELINES

1. The guidelines in this program are designed to help reduce employee exposures against harmful dusts, fogs, fumes, mists, gases, smokes, sprays or vapors.

2. The primary objective is to prevent excessive exposure to these contaminants.

3. Where feasible, exposure to contaminants will be eliminated by engineering controls (examples: general and local ventilation, enclosure or isolation, and substitution of a less hazardous process or material).

4. When effective engineering controls are not feasible, use of personal respiratory protective equipment will be required to achieve this goal. Only respirators approved for use by MSHA/NIOSH are acceptable.

(II) Responsibilities

1. **Management:** It is management's responsibility to determine what specific applications require use of respiratory equipment. Management must also provide proper respiratory equipment to meet the needs of each specific application. Employees must be provided with adequate training and instructions on all equipment.

2. **Management/Supervisory:** Superintendents, supervisors, foremen, or group leaders of each area are responsible for ensuring that all personnel under their control are completely knowledgeable of the respiratory protection requirements for the areas in which they work. They are also responsible for ensuring that their subordinates comply with all facets of this respiratory program, including respirator inspection and maintenance.

3. **Employees:** It is the responsibility of the employee to have an awareness of the respiratory protection requirements for their work areas (as explained by management). Employees are also responsible for wearing the appropriate respiratory equipment according to proper instructions and for maintaining the equipment in a clean and operable condition.

(III) Employee Medical Monitoring

1. Physical examinations will be conducted on all employees to assure that they are in adequate health condition (physically able to perform their work and can use respiratory equipment as required) prior to their being issued a respiratory protection device.

2. Yearly physical exams will be given employees who are assigned respiratory protection devices in order to verify that they continue to be in adequate health condition.

3. Biological monitoring in the form of blood lead level analysis will be conducted pre-employment, and in accordance with OSHA 1926.62 basis for all employees if appropriate (Employer/Physician determination).

(IV) Respirator Selection

Respirators are selected and approved by management. The selection is based upon the physical and chemical properties of the air contaminants and the concentration level likely to be encountered by the employee. A "Respiratory Issuance and Training" card (see attached) will be available for each job where respirators are required. This card specifies what respirator is required for each application. The respirator program administrator will make a respirator available immediately to each employee who is placed as a new hire or as a transferee in a job that requires respiratory protection. Replacement respirators/pre-filters will be made available as required.

(V) Employee Training

Each employee, upon assignment to an area requiring respirators, must be instructed by his superintendent, supervisor, foreman, or group leader relative to their responsibilities in the respiratory program. The "Respirator Issuance and Training" card will be reviewed on a periodic basis with each employee. They will also be instructed in need, use, limitations, and care of their respirator(s).

(VI) Employee Fit Testing

Employees required to wear a respirator must be fitted properly and tested for a face seal by a competent person prior to use of the respirator in a contaminated area.

Qualitative fit testing is acceptable for most hazards in the workplace. (Refer to OSHA standards for specific direction).

NOTE: Include the fit test method used on the "Respirator Issuance and Training" card. If it is determined that an individual cannot obtain an adequate fit or face seal with any negative pressure respirator, a powered air purifying or air supplied respirator may be required instead.

Minimum requirements for training and fit tests are as follows:

1. General: Respirators should not be worn when conditions prevent a good face seal. To ensure proper respirator fit, the following points must be observed:

    a. The respirator shall be worn only in accordance with its intended purpose and design.

    b. The respirator and all functional parts, including straps, must be in place and worn in the appropriate positions.

    c. All straps shall be secure.

    d. The employee using the respirator shall test it for fit each time it is put on and make sure that it will not come loose during use.

2. Procedures for Fit Testing:

    a. Negative Pressure Test: Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the seal(s). Inhale gently so that the face piece collapses slightly and hold the breath for approximately 5 - 10 seconds. If the face piece remains in its slightly collapsed condition and no inward leakage of air is

detected, the fit of the respirator is considered satisfactory.

b. Positive Pressure Test: Close the exhalation valve and exhale gently into the face piece. The face piece fit is considered satisfactory if a slight positive pressure can be built up inside the face piece without any evidence of outward leakage of air at the seal. For most respirators, this method of leak testing requires that the wearer first remove the exhalation valve cover and then carefully replace it after the test.

(VII) Respirator Inspection and Maintenance

The following points should be considered for respirator inspection and maintenance:

1. The wearer of a respirator will inspect it daily whenever it is in use.

2. Supervisor, foreman, or group leader will periodically spot check respirators for fit, usage, and condition.

3. Respirators not discarded after one shift use, will be cleaned on a daily basis, according to the manufacturer's instructions, by the assigned employee or other person designated by the respirator program coordinator.

4. Respirators not discarded after one shift use will be stored in a suitable container away from areas of contamination.

5. Respirators not discarded after one shift use, will be marked or stored in such a manner to assure that only the assigned employee wears them. If use by more than one employee is required, the respirator will be cleaned between uses.

6. Each area requiring the regular use of respirators will maintain a logbook.

   Employees not discarding respirators after one shift should sign this logbook daily in order to document the inspection and maintenance of their respirators.

(VIII) Emergency Respiratory Equipment

Self-contained breathing apparatus may be required in specific areas for emergency use. This equipment will be used only by trained personnel when it is necessary to enter hazardous atmospheres. The following points should be considered:

1. All potential users will be fully trained in the use of this equipment.

2. When the equipment is used, it will be tested in an uncontaminated atmosphere prior to entering the hazardous area if possible.

3. An employee will not work with this apparatus in a hazardous atmosphere on an individual basis. At least one additional employee suitably equipped with a similar breathing apparatus must be in contact with the first employee and must be available to render assistance if necessary. Communications (visual, voice, or signal line) shall be maintained between both or all individuals present.

4. This equipment will be inspected monthly by trained department or group personnel. Inspection and maintenance information will be recorded in a logbook.

5. When S.C.B.A. is used in atmospheres immediately dangerous to life or health, standby personnel must be present with suitable rescue equipment.

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

EXHIBIT ONE

Daily Drilling Report

DATE:_____ PROJECT:
WELL NAME / DIAMETER: **FDD JOB NUMBER:**

TOTAL WELL DEPTH TO DATE:
STARTING DEPTH _____
TODAY'S FOOTAGE_____
TOTAL WELL DEPTH_

TOTAL CASING TO DATE:
1st STRING: SIZE____DEPTH_____
2nd STRING: SIZE____DEPTH_____
3rd STRING: SIZE____DEPTH _
TOTAL SACKS OF CEMENTS USED: _____

TOTAL DEPTH TO WATER:
STARTING DEPTH:_
ENDING DEPTH: _

Activity: **Time of Day for Activity:**

EQUIPMENT ON SITE/HOURS:
(Please use equipment #)

VISITORS ON SITE:

ACCIDENT ON SITE? YES____NO _____
SPECIAL CONDITIONS/COMMENTS:

WEATHER CONDITIONS:
DRILLING MUD
USED: WGT: VISCOSITY:

DRILLER: _____

HELPERS: _____

OWNER / ENG. REP: _____

7733 Hooper Rd, West Palm Beach, FL 33411
www.FLDrilling.com
Phone: 561-844-2966 Fax: 561-844-2967
State of Florida Water Well Contractor WWC11148
State of Florida Certified General Contractor CGC1522104

CONTRACTOR DAILY REPORT (CDR)

DATE:

REPORT NO.

CONTRACT NUMBER:

FLORIDA DESIGN DRILLING
7733 Hooper Road
West Palm Beach, FL 33411

JOBSITE LOCATION:

TEMPERATURE:

MAX: MIN:

WEATHER CLASSIFICATION:

CLASS:

PERCIPITATION:

INCHES:

WEATHER CLASSIFICATION:
CLASS A No interruptions of any kind from weather conditions occurring this shifts.
CLASS B Weather occurred during this shift that caused a complete stoppage of all wo
CLASS C Weather occurred during this shift that caused a partial stoppage of work.
CLASS D Weather overhead excellent or suitable during shift. Work stopped due to results of previous adverse weather.
CLASS E Weather overhead excellent or suitable during shift but work partially stopped due to previous adverse

CONTRACTOR/SUBCONTRATORS AND AREA OF RESPONSIBILITY FOR WORK PERFORMED TODAY:
(Attach list of onsite equipment)

		MAN POWER	TIME IN	TIME OUT
a.	Florida Design Drilling			
b.				
c.				
d.				
e.				

1. **WORK PERFORMED TODAY**: (Indicate location and description of work performed refer to work by prime and/or subcontractors by letter in table above. **USE BACK OF PAGE FOR ADDITIONAL SPACE**)

2. **REMARKS**: (Cover any conflicts in plans, specifications or instructions: acceptability of incoming materials; offsite surv activities; progress of work, delays, causes and extent thereof; days of no work with reasons for same.)

3. **VISITORS TO THE SITE** (List the name of all official visitors to the site and who they represent)

4. **TESTS REQUIRED BY PLANS AND/OR SPECIFICATIONS PERFORMED AND RESULTS OF TESTS**:

5. **SAFETY**: (Include all infractions of the accident prevention plan; Describe corrective actions taken.)

Safety meeting held today?____Yes,____No (If Yes, state the subject and report number of personnel in attendance)

Safety meeting subject:_____
Number of Contractor personnel attending =_____, Number of subcontractor personnel attending = _____

Contractor's Project Superintendent:

Signature & Date: _____

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

EXHIBIT TWO

Accident/Illness Report

Please Print

Th._ .,rm complies with OSI-I.A's Form 30 l and must be completed wirbin 7 calendar days after you receive information that a recordable work-related jnjury or illness has occurred. It must be kept on file for 5 years following the year to which it pertains, in accordance with Public Law 91-596 and 29 CFR 1904 (OSHA's Recordkeeping Rule).

Employer Information

Date of this report_...,__ ___,.___ Company Name _____

Completed by_____ Job Title_____ Phone(_ _ _ _ _ _ Ext.

Mailing Address ----------:,-,---------=-:-------,;:;---
City State Zip

Employee Information

N t.ast e,------'----------,,,First -,----------=-,Middle :-----

Job Title _____ Hire Date_._ ..,___

Employee/Payroll#_____ Employee Insurance#_____

Home Address ----------=---------,,,.-,------:::----
city State Zip

Birthdate_ -- -- Gender: 0 Male D Female

Physician/Health Care Professional Information

Nar.. ,r' attending Physician or Health Care Professional_____

Location where treatment was given (if different from work.site):

Facility Name:----------

Street Address: ----------,,,,---------::c--:------ ---
City Stale Zip

Was employee treated in an emergency roorn?.....,.....,.....,.....0 Yes D No

Was employee hospitalized overnight as an in-patient? .....,..... 0 Yes O No

If yes, length of stay_____

Incident Information

Case# (from Column A of **Form 300)**_____ Date of Incident _____

Time employee began work.....,.....

Time of Incident D Checkhereiftimecannotbedetermined .....,.....,. _____ AM PM

Date of initial injury/illness diagnosis:.....,,.....,.. .....,.....,..... — — —

Number of days away from work_____ Number days of restricted work activity_____

Check one: D Injury/Illness O Fatality.....If this incident was a fatality, date of death: _ _,__.__

NOTE: If a fatality occw:red **or** more than 3 employees were bospitaliz.ed, OSHA must be verbally notified. within 8 hours.

Dia...,e incident occur on employer's premises? ....."..,,.....,..,.,..... 0 Yes O No

If yes, where on premises did the incident occur? .....

If no, location of incident - c= ly- - - - - - - - - - - - - - - - - - - -

Incidenf Information (Continued)

What was the employee doing just before the incident occu:ned? Be as specific as possible. If employee was using tools, equipment, or materials, name them and specify what the employee was doing with them. (Example: "<limbing a ladder while carrying painting materials"; "daily computer entry")

Explain how the incident occurred. List the event(s) that resulted in the injury or illness, what happened, how it happened, and name objects and how they were involved. (Example, "loot slipped on we! ladder rong and mployee fell ,5 feet"; "employee developed shooting pains in arm overtime") Use a separate sheet if necessary.

Describe the injury/illness. Indicate the part of the body that was affected and how it was affecte1. {Exz,mple: "broken leg", •carpal tunnel syndrome")

Name the object **or substance that** directly **injured** the employee. (Example: "Concrete ground") If this question does not apply to the incident, leave it blank.

Witness Information

I.Name _____ Phone _____

Address _____
City State Zip

2., _____ Phone _____

Address _____
City State Zip

Notification Information and Follow-up

	Yes	No	N/A	Date
Has the Family been contacted?.....	D	D	D	_____
If yes, name of family member _____				
Has the Personnel Department been contacted?	□	D	D	_____
Has the State Workers' Compensation Agency been contacted?.....		D	D	_____
Has the company's Workers' Compensation carrier been contacted?	D	D	□	_____
Has the cause of the injury/illness been corrected?.....	[]	0	0	_____

Describe future :action to be taken, including preventive measures *w* ensure thar such injury/illness does not occur again.

CrP"\pleted by: _____ Date: _____

A .vved by _____ Dare: _____

Supervisor on duty: _____ Date: _____

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720 International ParkwaYs Sunrise, FL 33325
Call 800-999•9111 or shop online at www.TheSafetyStandard.com
to reorder Accident/Illness Report #R1•N9042

afety Standard™
ding Authority in Workplace Safety Compliance

· an Attorney Approved product from G.Neil.

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

EXHIBIT THREE

How to *Fill* Out *the Log*

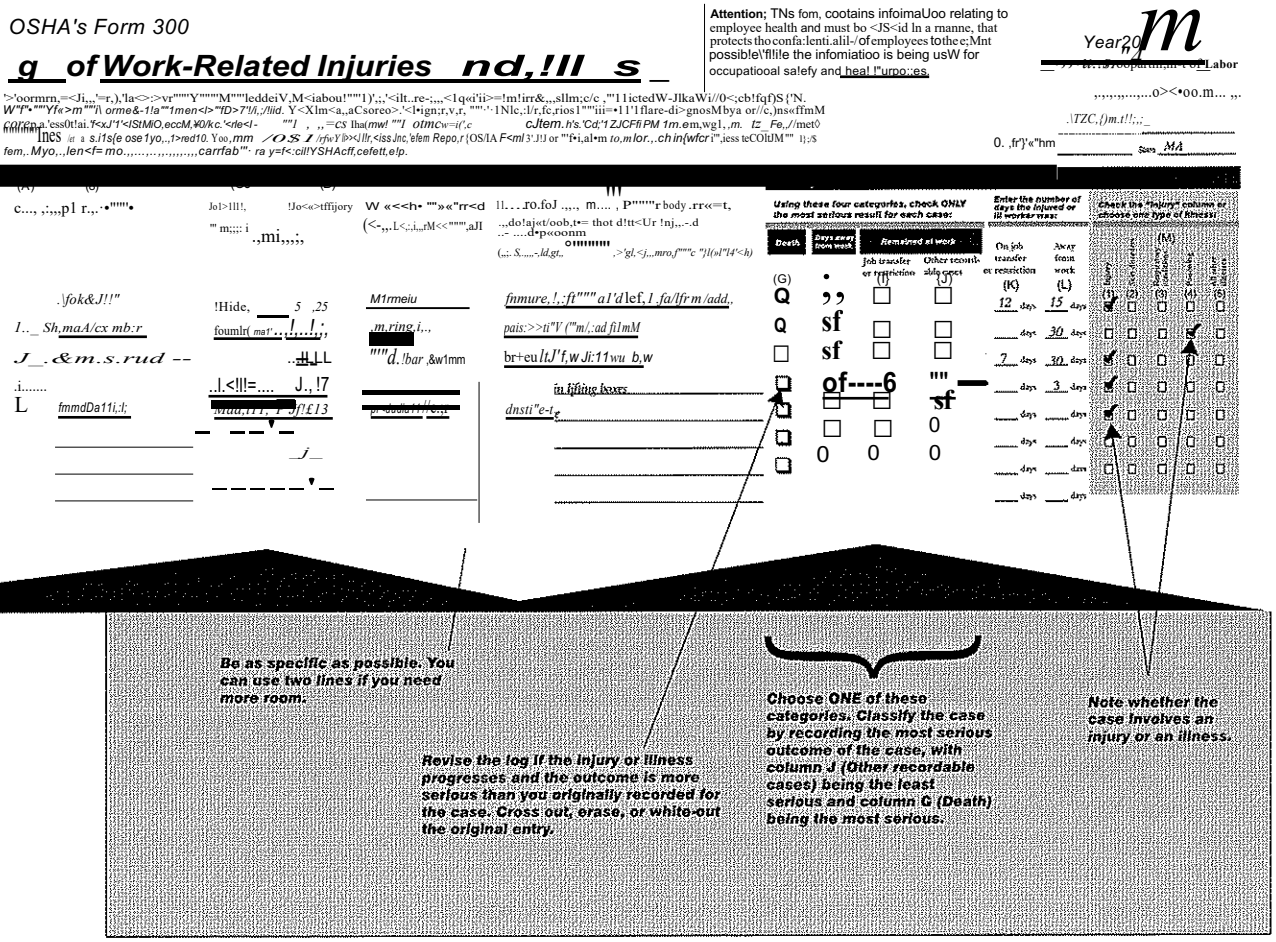
The *Log of Work-Related Jnjnrics and Illnesses* is used to dassify work-relaled injuries and illnesses and to note the extent and severity of each case. When an incident occurs, use the *Log* to record specific details about what happened and bow it happened.

If your company has more than one establishment or site, you must keep separate records for each physical location that isexpected to remain in operation for one year or longer.

We have given you several copies oflhe *Log* in t.his package. If you need more than we provided, you may photocopy and use as many as you need.

The *Summary* - a separate form - shows the work-related iajury and illness totals for the year in each category. At the end of the yea1 count the number of incidents in each category and transfer the totals from the *Log* to the *Smmnmy.* Then post the *Summary* in a visible localion so that your employees arc aware ofi1tjuries and illnesses occurring in their workplace.

You don't post the *Lag.* You post only the Summary *at* the *end* of the year.



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

OSHA's Form 300

Log of Work-Related *Injuries* and *Illnesses*

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

Year20__

U.S. Department of *Labor*
Oeeupalfonal Safely and ffeaffh Adm/n/$lrnlfon

Form approwd 0MB "" · 1218--0176

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

Es/ablishmenrname,_____

Cify_____*State* _____

Identify the person		***Describe the case***			***Classify the case***												
(A) CMEmployee's name no.	(B)	(C) Job title {e.g., *Welder)*	(D) Date of injury or onset of illness	(E) Where the event occurred *(e.g., [.(J(lt/ing dock l wrlhend)*	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill *(e.g., Seco1 1d degree lmms* WI- *rig/ii foreunn from au/)"le,,e lorc./1)*	***Using these four categories, check ONLY the most serious result for each case:***				***Enter the number of days the injured or ill worker was:***		***Check the "injury" column or choose one type of illness:***					
						Death	***Days away from work***	***Remained at work***		On job transfer or restriction	Aw<1y from work	(M) Injury	Skin disorder	Respiratory condition	Poisoning	All other illnesses
								Job transfer or restriction	Other record-able cases	(I<)	(L)	(1)	(2)	(3)	(4)	(5)
			I			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I morli!Vaay			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			/_ rr.,,,ra,/,jay			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I =ll'va'l'			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
			I			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐
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			___!_ moolt"ida-{			☐	☐	☐	☐	____ days	____ days	☐	☐	☐	☐	☐

Page *totals* ▶ ____

Be sure to tmnsfer these 10/afs to rhe *Summary page (Fo,m 300A} before you post it.*

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(1} (2) (3) (4) (5)

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OSHA's Form 300A

Summary of Work-Related *In1ur1es* and *Illnesses*

*Year 20_*

™ 1 ,a@.fui¾W- ,mawmn :w .

Fnrmappro,· dOMBno. l2!S 0!76

Ail establishments covered by Part 1904 must complete this *Summary page, even if no work•re/ated injuries or* illnesses *occurred during the year. Remember to review the Log to verity that the entries aie complete and accurate before completing* /his *summa,y.*

Using the Log, count the individual entries you made for each otegory. Then write /he totals below, making sure you've added /he entfies from every page of the Log. If you had no cases, *write "O•.*

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

Number of Cases

Total number of deaths	Total number of cases with days av.1ay from work	Tota! number of cases with job transfer or restriction	Total number of other recordable cases
(GI	(HJ	(I)	(J)

Number of *Days*

Total number of days of job transfer or restriction	Total number of days away from work
(K)	(L)

Injury and *Illness* Types

Total number of.

(M)

{1) Injuries

{2} Skin disorders

(3) Respiratory conditions

(4) Poisonings

{5) All other illnesses

Establishment information

Yo11resfabl/sft1mutt11ame _____

Street _____

Ci y _____ State ZIP

Industry desaiption *(e.g., Mm111[11!111re* efllwl,.,, *tm,k tmilm)*

_____

Standard Industrial C!a5sifa:ation (SIC), ifknown *(e.g., SIC 3715)*

Employment information *(If ym,dl.lll't liave 1/JeseJig"res, wi the Works/tut 011111€ bark of 1/,is pngc lo esJimate.)*

Annual average: numb<:r of employees _____

10ta! hours worked by all employe s last year _____

Sign here

Knowingly falsifying this document may result in a fine

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

_____ ·'T,,·

c:;,n,p,ny <Xo<"!""" j J

N,o,><- D«<

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

l'ul:,lic .qmrtiug burden for rhis collection ofi11forn,a!ion i$ t'>!ilnatcd TO avcra)\C SO minutes pei- response, including time to review rhc insrructions,search and gather the data n edcd, ,rnd complete «nd rc,·icw the rolleaion ofinfonrn1ion. Pcrn,i,s ,n·c 1101 re<juircd to respond to the collenion of information unkss it disp!avs a rnrremly "<"alid OMO coutrol munbei: If you ha,'e any comments abollt thew <">timates or any other asp<:ets of this data collection. cont>tc-: *IJS* Dcpanment of Labo,; OSHA Office of Smtistics. Room N-3().14, 200 Consti,mionAvcnue. NW. Washington, nc 202!0, Do not send the cnmpkted forms ,o ,hisoHice.

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

EXHIBIT FOUR

·A ndix ,·)·.··· << ·····-·-·· ....·. (·-.>..
· Samplc:,JolJ Hazar Analysis Form··

Job Title:	*Job Location:*	*Analyst*	*Date*
Task #	*Task Description:*		
Hazard Type:	*Hazard Description:*		
Consequence:	*Hazard Controls:*		
Rational or Comment:			

Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411
Ph: 561-844-2966
Fax: 561-844-2967

EXHIBIT FIVE

Exibit 5
PERSONAL PROTECTIVE EQUIPMENT

I. GENERAL

1. Employees shall use any PPE that may be required to maintain their exposure within acceptable limits.
2. Employees shall be physically able and medically determined qualified to use the personal protective and safety equipment that may be required in their job duties.
3. Florida Design Drilling, Corp. shall verify that each affected employee has received and understood the required training by a written certification that identifies the name of each employee trained, the date(s) of the training and the subjects taught.
4. Defective or damaged equipment shall not be used.
5. Before being stored or reissued to another person, equipment shall be cleaned, disinfected, inspected, and repaired.
6. When employees provide their own equipment, Florida Design Drilling, Corp. assures its adequate in protecting against the hazard and its state of repair.
7. As a minimum, employees shall wear clothing suitable for the weather and work conditions; the minimum for fieldwork shall be short sleeve shirt, long trousers, and leather or other protective work shoes or boots.
8. Persons involved in activities, which subject the hands to injury, shall use hand protection appropriate for the hazard.
9. Persons shall not be permitted to work above or in positions exposed to protruding reinforcing steel or other impalement hazards unless provisions have been made to eliminate the impalement hazard.

II. EYE AND FACE PROTECTION

1. Persons shall be provided with eye and face protective equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.
2. Employees shall use eye protection providing side protection when exposed to hazards from flying objects.

III. HEARING PROTECTION AND NOISE CONTROL

1. Noise hazard areas shall be marked with caution signs indicating both the presence of hazardous noise levels and the requirements for hearing protection.
2. Ear insert devices shall be fitted to the exposed individual by an individual trained in such fitting and able to recognize the difference between a good and poor fit; plan cotton is not an acceptable protective device.

IV. HEAD PROTECTION

1. All persons working in or visiting hardhat areas shall be provided with and required to wear protective headgear.
2. Hardhat areas are those areas with potential hazard of head injury; **all construction areas are considered hardhat areas**.
3. Hard hats shall be worn with the bill facing forward.
4. Protective headgear and components shall be visually inspected on a daily basis for signs of damage that might reduce the degree of safety originally provided; headgear evidenced by cracking or flaking of the helmet.

V. BODY BELTS, HARNESSES, LANYARDS, AND LIFELINES

1. Connectors shall be drop forged, pressed, or formed steel, or made of equivalent materials; shall have corrosion resistant finish; and all surface and edges shall be smooth to prevent damage to interfacing parts of the system.
2. Body belt/harness systems, when stopping or preventing a fall, shall not produce an arresting force on an employee of more than 10 times the employee's weight or 1,800 lbs, whichever is lower.

VI. ELECTRICAL PROTECTIVE EQUIPMENT

Persons working on electrical distribution system shall be provided with the appropriate electrical protective equipment, which shall be inspected, tasted, and maintained in safe condition. Such equipment shall include: Head protection, eye and face protection, blankets, line hose and covers, sleeves, gloves, and footwear.

FLORDES-01 SNELSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2024

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
CAL Risk Management
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Suzanne Nelson
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E-MAIL ADDRESS: Snelson@callc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Imperium Insurance Company	35408
INSURER C : Navigators Specialty Insurance Co	36056
INSURER D : Aspen American Insurance Company	43460
INSURER E :	
INSURER F :	

INSURED
Florida Design Drilling, LLC
7733 Hooper Road
West Palm Beach, FL 33411

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	RGC3001970	1/1/2024	1/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	RAC9438273	1/1/2024	1/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			ARUIICCX000007701	1/1/2024	1/1/2025	AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	X	RWC3001969	1/1/2024	1/1/2025	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
C	Pollution Liability			CH24ECP307581IC	1/1/2024	1/1/2026	Ea Incident & Agg	2,000,000
D	Equipment Floater			IMZ211524	1/1/2024	1/1/2025	Leased/Rented	1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as additional insured for ongoing and completed operations on the general liability as required by written contract per form CG2010 1219 & CG2037 1219 , and an additional insured on the auto liability when required by written contract. Excess Liability provides additional insured to the extent provided on the controlling underlying insurance. General Liability, Auto and Excess Liability are primary and non-contributory when required by written contract. Waiver of subrogation applies to General Liability, Auto, Excess Liability and Workers' Compensation when required by written contract. The Excess Liability policy extends over the General Liability, Auto, and Employers Liability coverages per policy terms and conditions. Cancellation applies per policy terms and conditions.

For Bidding Purposes

CERTIFICATE HOLDER

Village of Palm Springs
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

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 3759709-05	01/01/2023	01/01/2024		57072000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

   However, the insurance afforded to such additional insured:

   1. Only applies to the extent permitted by law; and
   2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

   "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

   a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 3759709-05	Effective Date: 01/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 3759709-05	01/01/2023	01/01/2024		57072000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
   1. Must be provided to us prior to cancellation or non-renewal;
   2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
   3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
   1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   2. At least 30 days prior to the effective date of:
      a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
      b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   1. Extend the Coverage Part cancellation or non-renewal date;
   2. Negate the cancellation or non-renewal; or
   3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 3759709-05	01/01/2023	01/01/2024		57072000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3759710-05	01/01/2023	01/01/2024		57072000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
   1. Must be provided to us prior to cancellation or non-renewal;
   2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
   3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
   1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   2. At least 30 days prior to the effective date of:
      a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
      b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   1. Extend the Coverage Part cancellation or non-renewal date;
   2. Negate the cancellation or non-renewal; or
   3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement – Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 3759710-05	Effective Date: 01/01/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in B. Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in B. Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";

   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   (3) Security deposits not returned by the lessor;

   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

   Include, as soon as practicable:

   (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

   If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph 7.b.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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FLORIDA NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX - CONDITIONS

F. Notification to Others of Cancellation

1. If you or we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

2. If you or we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

3. If notice as described in Paragraphs 1. or 2. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
WHERE REQUIRED BY WRITTEN CONTRACT	30

All other terms and conditions of this policy remain unchanged.

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective ! " ! " #$ Policy No. %& $' ( ) ' * " (Endorsement No.

Insured +, - . / 0 012/ 34 0. / , , / 43 &- . 5- . 6/ - 4 Premium $ / 4&, 7

Insurance Company 89. / &: ; 1. / & 4 / 429. 4&1 &- ; 5 4<

Countersigned By Donnie Lambert, III

© 1983 National Council on Compensation Insurance.

Reconstruction of Surficial Aquifer Well No. 9
Addendum No. 1
January 8, 2024

BIDS DUE: 2:00 PM, Local Time, 1/23/2024

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 **Reconstruction of Surficial Aquifer Well No. 9** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Well No. 9 Site Plan Sheet C-1:

   Delete:
   Entire Plan Sheet C-1

   Replace with:
   Entire Plan Sheet C-1 as revised per Revision No. 1 on 1/5/2024 and as included herein.

Addendum No. 1

IN THE SPECIFICATIONS

1. Bidding and Contracting Requirements, Section 00410 (Bid Form), Article 6 – Time of Completion, Part 6.01

   Delete:

   Part 6.01 in its entirety

   Replace with:

   6.01 Bidder agrees that the Work will be substantially complete within **360** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **390** calendar days after the date when the Contract Times commence to run.

Receipt acknowledged and conditions agreed to the 18th day of January, 2024.

Florida Design Drilling LLC
Bidder

Jeffrey Holst
By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 Well No. 9 Site Plan – Sheet C-1 – Addendum No. 1

ATTACHMENT 3 Section 00410 – Bid Form – Addendum No. 1

END OF ADDENDUM

Reconstruction of Surficial Aquifer Well No. 9
Addendum No. 2
January 19, 2024

BIDS DUE: 2:00 PM, Local Time, 1/23/2024

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **Reconstruction of Surficial Aquifer Well No. 9** project, fully and completely as if the same were fully set forth herein.

IN THE BID DOCUMENTS

1. Advertisement for Bid:

   Delete:
   Original Bid Opening Teams Registration Link

   Replace with:
   Updated Link (See attached updated bid advertisement)

2. Supplementary Conditions:

   Delete:
   Entire Section SC-7.02.B.

Replace with:

SC-7.02.B. **Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:**

New Year's Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)"

Receipt acknowledged and conditions agreed to the 19th day of January, 2024.

Florida Design Drilling LLC
Bidder

Jeffrey Holst
By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 UPDATE BID ADVERTISEMENT

END OF ADDENDUM

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Florida Design Drilling LLC

By:
[Signature]

[Printed name] Jeffrey Holst, Senior Vice President
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Fernanda Sousa

Title: Project Engineer

Submittal Date: 1/23/24

Address for giving notices:

7733 Hooper Road

West Palm Beach, FL 33411

Telephone Number: 561-818-3228

Fax Number: Use email

Contact Name and e-mail address: Jeffrey Holst, jeff@fldrilling.com

Bidder's License No.: CGC1522104
(where applicable)

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

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

January 17, 2024

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

Re: Florida Design Drilling LLC
Project: Reconstruction of Surficial Aquifer Well No. 9 Utility, Bid No. 2024B-003

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Florida Design Drilling LLC. Their surety is Great Midwest Insurance Company, which carries an A.M. Best Rating of A- IX and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for the referenced project in the amount of 100% of the contract price in accordance with Section 255.05, Florida Statutes. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Florida Design Drilling LLC is an excellent contractor with over ten years of experience, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett M. Rosenhaus
Attorney-in-Fact
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonbonds.com

Acknowledgment by Surety

STATE OF Florida

COUNTY OF Palm Beach

On this 17th day of January, 2024, before me personally appeared Brett M. Rosenhaus, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Great Midwest Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Margarita Lazarides

Margarita Lazarides, Notary Public
State of Florida
County of Palm Beach
My Commission Expires: July 1, 2025

MARGARITA LAZARIDES
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH134133
MY COMMISSION EXPIRES JUL. 01, 2025

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 17th Day of January, 2024.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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.

VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2024B - 003
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9
ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Reconstruction of Surficial Aquifer Well No. 9 will be received, by the Village of Palm Springs, electronically via DemandStar until 2:00 PM local time on January 23, 2024. At 2:30 PM all Bids received will be publicly opened and read**. The Project consists of reconstructing one (1) existing production well, Well No. 9, including drilling, setting of casings and/or well screen, grouting, testing, well logging, video logging, acidization (optional), pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, fencing, clearing and restoration of well site, new pump and motor including column pipe and appurtenances, well head piping and appurtenances, flow meter, raw water main piping / tie-in, electrical and controls, site work and restoration, as described herein and as shown on the drawings. The project also consists of furnishing all labor, equipment, and materials necessary for testing / pressure grouting of existing sanitary sewer service piping including applicable site work and restoration, as described herein and as shown on the drawings.

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from Holtz Consulting Engineers, Inc. on Mondays through Fridays between the hours of 8:00 AM and 5:00 PM. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non- refundable charge of $ 40.00 , including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Holtz Consulting Engineers, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ 80.00 per set, payable to "Holtz Consulting Engineers, Inc.".

Bidders must submit their responses electronically via DemandStar – http://www.demandstar.com. Bids must be submitted before the deadline on January 23, 2024, at 2:00 PM local time.

A virtual pre-bid conference will be held at **10:00 AM** local time on **January 3, 2024,** via Microsoft Teams**.** Attendance at the pre-bid conference is **not** mandatory.

Non-Mandatory Pre-Bid Conference January 3, 2024, at 10:00 AM

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

- **Registration:** https://events.gcc.teams.microsoft.com/event/be5309e8-c97e-4be5- b58c-23c6f8d009c5@20801dc8-57d4-4c4b-b981-92be4d50e21c
- **Meeting ID:** 222 134 809 979
  Passcode: 6w2UWF

Bid Opening – January 23, 2024, at 2:30 PM

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

- Registration: https://events.gcc.teams.microsoft.com/event/2a82ebfc-6f6c-4719-8632-4950d931476b@20801dc8-57d4-4c4b-b981-92be4d50e21c

- **Meeting ID:** 213 000 858 246
  Passcode: q3KBYU

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 12, 2024, at 5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**

Date: **December 21, 2023**

Publication: **Palm Beach Post, DemandStar, and Village of Palm Springs website**

+ + END OF ADVERTISEMENT FOR BIDS + +

ITB 2024B-003

Reconstruction of Surficial Aquifer Well No. 9
Bid Submittal Deadline- January 23, 2024
Bid Opening - January 23, 2024 at 2:30 p.m.

Staff Present:	Walter Sanchez, Project Manager Kimberly M. Wynn, Village Clerk Jane Worth, Deputy Village Clerk
Meeting Start:	2:30 p.m.
Meeting End:	2:33 p.m.

Name	Email	Address	Lump Sum
Florida Design Drilling	jeff@fldrilling.com	7733 Hooper Rd WPB, FL 33411	$ 1,341,275.00

PROJECT SPECIFICATIONS

FOR

THE VILLAGE OF PALM SPRINGS

Reconstruction of Surficial Aquifer Well No. 9

December 2023

Bid Number:
2024B – 003

Prepared by:

Holtz Consulting Engineers, Inc.
270 South Central Blvd, Suite 207
Jupiter, Florida 33458
(561) 575-2005

BID DOCUMENT SET NO. _____

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VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2024B - 003
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9
ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Reconstruction of Surficial Aquifer Well No. 9 will be received, by the Village of Palm Springs, electronically via Demandstar until 2:00 PM local time on January 23, 2024. At 2:30 PM all Bids received will be publicly opened and read**. The Project consists of reconstructing one (1) existing production well, Well No. 9, including drilling, setting of casings and/or well screen, grouting, testing, well logging, video logging, acidization (optional), pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, fencing, clearing and restoration of well site, new pump and motor including column pipe and appurtenances, well head piping and appurtenances, flow meter, raw water main piping / tie-in, electrical and controls, site work and restoration, as described herein and as shown on the drawings. The project also consists of furnishing all labor, equipment, and materials necessary for testing / pressure grouting of existing sanitary sewer service piping including applicable site work and restoration, as described herein and as shown on the drawings.

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from Holtz Consulting Engineers, Inc. on Mondays through Fridays between the hours of 8:00 AM and 5:00 PM. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non- refundable charge of $ 40.00 , including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Holtz Consulting Engineers, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ 80.00 per set, payable to "Holtz Consulting Engineers, Inc.".

Bidders must submit their responses electronically via DemandStar – http://www.demandstar.com. Bids must be submitted before the deadline on January 23, 2024, at 2:00 PM local time.

A virtual pre-bid conference will be held at **10:00 AM** local time on **January 3, 2024,** via Microsoft Teams**.** Attendance at the pre-bid conference is **not** mandatory.

Non-Mandatory Pre-Bid Conference January 3, 2024, at 10:00 AM

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

- **Registration:** https://events.gcc.teams.microsoft.com/event/be5309e8-c97e-4be5-b58c-23c6f8d009c5@20801dc8-57d4-4c4b-b981-92be4d50e21c
- **Meeting ID:** 222 134 809 979
  Passcode: 6w2UWF

Bid Opening – January 23, 2024, at 2:30 PM

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

- Registration:
  https://teams.microsoft.com/l/meetupjoin/19%3ameeting_NmVlOGJlYTEtYzI0Mi00YmZkLWI1MTEtODEwMTA0NTg3YTA3%40thread.v2/0?context=%7b%22Tid%22%3a%2220801dc8-57d4-4c4b-b981-92be4d50e21c%22%2c%22Oid%22%3a%2218b1bc07-9dc6-49fe-95e0-3ef9323ea869%22%7d

- **Meeting ID:** 286 342 936 303
  Passcode: pmFGag

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 12, 2024, at 5:00 PM** local time.

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Owner:	**Village of Palm Springs**
Date:	**December 21, 2023**
Publication:	**Palm Beach Post, DemandStar, and Village of Palm Springs website**

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida contractor license number.

C. Subcontractor and Supplier qualification information [coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as construction of surficial production well, including all drilling and well head components, for a municipal potable water system in South Florida.

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

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

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

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

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

4.01 *Site and Other Areas*

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

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

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

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

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

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of

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

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.

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

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

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

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and

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

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

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

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

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

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.

15.05 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission checklist
Section 00410 Bid Form
Section 00430 Bid Bond
Section 00431 Tabulation of Subcontractor and Suppliers
Section 00440 Florida Trench Safety Act Certification
Section 00451 Qualifications Statement
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
Section 00453 Noncollusion Affidavit
Section 00454 Drug-Free Workplace Certificate
Section 00455 Sworn Statement on Public Entity Crimes
Section 00456 Scrutinized Companies Certification Form
Section 00457 Vendor Conflict of Interest Disclosure Form
Current Certificate of Insurance

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – SALES AND USE TAXES

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

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SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Reconstruction of Surficial Aquifer Well No. 9

Bid Number: ITB 2024B-003

Bidders Name: _____

The following items must be submitted in the following order with your bid:

1. __ Completed Section 00400 - Bid Submission Checklist
2. __ Completed Section 00410 - Bid Form
3. __ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. __ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. __ Completed Section 00440 - Florida Trench Safety Act Certification
6. __ Completed Section 00451 - Qualifications Statement
7. __ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. __ Completed Section 00453 - Non-Collusive Affidavit
9. __ Completed Section 00454 - Drug-Free Workplace Certificate
10. __ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. __ Completed Section 00456 - Scrutinized Companies
12. __ Completed Section 00457 - Vendor Conflict of Interest Disclosure Statement
13. __ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
14. __ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
15. __ Signed copy of all Addenda.

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

END OF SECTION

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BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Village of Palm Springs – Reconstruction of Surficial Aquifer Well No. 9 – Bid Form

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	GENERAL CONDITIONS, BONDS, AND INDEMNIFICATION	1	LS		
2	MOBILIZATION/DEMOBILIZATION	1	LS		
3	PERFORM PRELIMINARY WELL VIDEO LOGGING (STATIC, DYNAMIC) WITH CAPACITY TESTING	1	LS		
4	DRILL NOMINAL 6-INCH DIAMETER PILOT HOLE TO 200 FEET	1	LS		
5	PULL EXISTING PUMP, MOTOR, WELLHEAD, APPURTENANCES	1	LS		
6	REMOVE SURFACE CASING, OUTER CASING, INNER CASING, AND SCREEN USING OVERDRILL METHOD; BACKFILL BOREHOLE WITH GRAVEL	1	LS		
7	FURNISH, INSTALL, AND GROUT 30-INCH DIAMETER STEEL SURFACE CASING TO 40 FT	40	FT		
8	DRILL A NOMINAL 28-INCH DIAMETER BOREHOLE USING MUD ROTARY METHOD	60	FT		
9	PERFORM GEOPHYSICAL LOGGING FOR CASING INSTALLATIONS	2	EA		
10	FURNISH AND INSTALL 24-INCH DIAMETER SCH. 40 PVC CASING	100	FT		
11	CEMENT GROUT 24-INCH DIAMETER SCH. 40 PVC CASING IN PLACE	320	94 LB SKS		
12	DRILL A NOMINAL 22-INCH DIAMETER BOREHOLE USING REVERSE AIR METHOD	80	FT		
13	FURNISH AND INSTALL 16-INCH DIAMETER 316 STAINLESS STEEL WELL SCREEN	80	FT		
14	FURNISH AND INSTALL 16-INCH DIAMETER SDR-17 JOHNSON WELL RISER CASING	100	FT		
15	FURNISH AND INSTALL WELL GRAVEL PACK	650	CF		
16	PERFORM AIRLIFT WELL DEVELOPMENT	50	HR		
17	OPTIONAL: WELL ACIDIZATION MOBILIZATION	1	LS		
18	OPTIONAL: WELL ACIDIZATION TREATMENT W/ 32% HCl	1,800	GAL		
19	PERFORM JETTING WITH SIMULTANEOUS AIRLIFT WELL DEVELOPMENT AND CLEANOUT OF BOREHOLE	50	HR		

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
20	PERFORM PUMP DEVELOPMENT	80	HR		
21	CONDUCT STEP-RATE PUMP TEST	6	HR		
22	CONDUCT CONSTANT-RATE PUMP TEST	4	HR		
23	COMPLETE WELL VIDEO LOGGING	2	EA		
24	WELL DISINFECTION AND SAMPLING	1	LS		
25	WATER QUALITY SAMPLING	1	LS		
26	FORMATION WATER DISPOSAL SYSTEM	1	LS		
27	FURNISH AND INSTALL WELLHEAD AND RAW WATER MAIN	1	LS		
28	FURNISH AND INSTALL WELL PUMP, MOTOR, AND PIPING	1	LS		
29	SITEWORK (INCLUDING PERIMETER FENCING AND RESTORATION)	1	LS		
30	FURNISH & INSTALL 16" LINE STOP	1	EA		
31	ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)	1	LS		
32	ALTERNATE BID ITEM - ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)	1	LS		
33	OWNER'S ALLOWANCE	1	CI	$50,000	$50,000

Total of All Unit Price Bid Item Nos. 1 thru 31 and Bid Item No. 33 (Excluding Alternate Bid Item No. 32)	$

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

BIDDER shall note that this project includes an alternate bid item, Item No. 32 for which BIDDER shall provide a lump sum price to perform work described in the Technical Specifications if OWNER elects to proceed with construction/work as described therein. Identification of the Low Bidder shall be based upon the sum total of Bid Item Nos. 1 through 31 and Bid Item No. 33, excluding Bid Item No. 32. If OWNER elects to proceed with construction/work as defined under Bid Item no. 32, Bid Item No. 31 shall not be required and shall be removed from the Contract via formal change order. See *Section 01200 – Measurement and Payment* of the Technical Specifications for additional details.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 300 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 330 calendar days after the date when the Contract Times commence to run.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

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

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

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1) _____	_____
(2) _____	_____
(3) _____	_____
(4) _____	_____
(5) _____	_____
(6) _____	_____
(7) _____	_____

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

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SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ _____
2. Special Shoring	$ _____

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

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QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: ITB 2024B-003

Owner: Village of Palm Springs

Project Name: Reconstruction of Surficial Aquifer Well No. 9

_____

_____

_____

TYPE OF WORK: _____

_____

_____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

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5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal:_____

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NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

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

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

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

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

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

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

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

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SCHEDULE A

CURRENT EXPERIENCE

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

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SCHEDULE B

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

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

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SCHEDULE B

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

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

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

EJCDC® C-451, Qualifications Statement.
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS

(Signed)_____

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SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The_____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "_____
_____,"

the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is_____(officer's title) of_____(company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20___

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires_____

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is_____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is_____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

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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) _____
☐ 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

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NOTICE OF AWARD

Date of Issuance:

Owner:	Village of Palm Springs	Owner's Task Order No.: 262
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:
Project:	Reconstruction of Surficial Aquifer Well No. 9	Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Reconstruction of Surficial Aquifer Well No. 9.

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 360 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 390 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, 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, if any: (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 any 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 ___, inclusive).
3. Payment bond (pages 1 to ___, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
   b. ___ (pages ___ to ___, inclusive).
   c. ___ (pages ___ to ___, 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.
8. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: Reconstruction of Surficial Aquifer Well No. 9.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to ___, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to 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. 8431, 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	$1,000,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

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

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

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

   a. Bodily Injury:
      Each Occurence $1,000,000
      General Aggregate $2,000,000
   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 the **original** recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

   a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

   b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

   c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

   d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

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

10.13 *Audit by Village*

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

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of

this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida 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.

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SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:		CONTRACTOR:	
By:		By:	
Title:	Mayor	Title:	
			(Seal)
Attest:		Attest:	
Title:	Village Clerk	Title:	Notary Public

Approved as to Form: _____

Title: Village Attorney

Address for giving notices:	Address for giving notices:
226 Cypress Lane	
Palm Springs FL, 33461	

License No.: _____
(where applicable)

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NOTICE TO PROCEED

Owner:	Village of Palm Springs	Owner's Task Order No.:	262
Contractor:		Contractor's Project No.:	
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:	
Project:	Reconstruction of Surficial Aquifer Well No. 9	Contract Name:	Reconstruction of Surficial Aquifer Well No. 9
		Effective Date of Contract:	_____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

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

Receipt and approval of preconstruction video
SFWMD Well Construction Permit
Village of Palm Springs Building Permit
Shop Drawing Approvals as necessary
Dewatering Plans including any permits necessary
Submittal of progress schedule
Palm Beach County Health Department Well Permits
And all other requirements indicated in this Contract

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

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PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): Village of Palm Springs	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.: 262	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	**$**
2. Net change by Change Orders	**$**
3. Current Contract Price (Line 1 ± 2)	**$**
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	**$**
5. RETAINAGE:	
a. X _____ Work Completed	**$**
b. X _____ Stored Material	**$**
c. Total Retainage (Line 5.a + Line 5.b)	**$**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	**$**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	**$**
8. AMOUNT DUE THIS APPLICATION	**$**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	**$**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	Totals										

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Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Village of Palm Springs	Owner's Task Order No.:	262
Contractor:		Contractor's Project No.:	
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:	
Project:	Reconstruction of Surficial Aquifer Well No. 9	Contract Name:	Reconstruction of Surficial Aquifer Well No. 9

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

SC-2.03 Before Starting Construction

SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – PRELIMINARY MATTERS

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.06 Delete Paragraph 5.06 I. in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company

licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.J:

K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.

L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.

M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.

N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.

O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:

New Year's Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)"

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Delete Paragraph 7.07 B. in its entirety.

SC-7.11 Record Documents

SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:

Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

SC-7.12 Safety and Protection

SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:

4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries,

claims, or potential claims shall be reported promptly to Owner.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:

2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-7.18 Indemnification

SC-7.18 Delete in its entirety

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: ",provided the Contractor makes no reasonable objection."

SC-9.11 Evidence of Financial Arrangements

SC-9.11 Delete in its entirety

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. **Liaison:**

    a. **Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**

    b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

    c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**

5. **Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

6. **Shop Drawings and Samples:**

    a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

    b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

    c. **Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**

7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

8. **Review of Work and Rejection of Defective Work:**

    a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

    b. **Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

9. **Inspections, Tests, and System Start-ups:**

    a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a

final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 12 – CLAIMS

SC-12.01 Claims

SC 12.01.B **Amend the first sentence of paragraph 12.01.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)".**

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

SC 13.01.B.5.c **Add the following to the end of Paragraph 13.01.B.5.c:**

In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.

SC 13.01.B.5.f **Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05)."**

SC 13.01.B.5.i **Add the following new paragraphs immediately after paragraph 13.01.B.5.i:**

j. The cost of compliance with current local, state and federal safety regulations.

SC-13.03 Unit Price Work

SC 13.03.E **Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC 13.03.E **Add the following new paragraphs immediately after Paragraph 13.03.E:**

F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.

ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.A Add the following to the end of Paragraph 14.02.A:

Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:

After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

Work Change Directive No.

Date of Issuance:		Effective Date:	
Owner:	Village of Palm Springs	Owner's Task Order No.:	262
Contractor:		Contractor's Project No.:	
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:	
Project:	Reconstruction of Surficial Aquifer Well No. 9	Contract Name:	Reconstruction of Surficial Aquifer Well No. 9

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title:

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Change Order No. _____

Date of Issuance:	Effective Date:
Owner: Village of Palm Springs	Owner's Task Order No.: 262
Contractor:	Contractor's Project No.:
Engineer: Holtz Consulting Engineers, Inc.	Engineer's Project No.:
Project: Reconstruction of Surficial Aquifer Well No. 9	Contract Name: Reconstruction of Surficial Aquifer Well No. 9

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

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

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Field Order No. _____

Date of Issuance:		Effective Date:	
Owner:	Village of Palm Springs	Owner's Task Order No.:	262
Contractor:		Contractor's Project No.:	
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:	
Project:	Reconstruction of Surficial Aquifer Well No. 9	Contract Name:	Reconstruction of Surficial Aquifer Well No. 9

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

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Allowance Release No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 262

Contractor: Project Bid No. (ITB #): 2024B-003

Engineer: Holtz Consulting Engineers, Inc. Engineer's Project No.:

Project: Reconstruction of Surficial Aquifer Well No. 9

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

$_____

[Increase] [Decrease] from previously approved Allowance Release No. ___ to No. ___:

$_____

Construction Allowance prior to this Allowance Release:

$_____

[Increase] [Decrease] of this Allowance Release:

$_____

Construction Allowance incorporating this Allowance Release:

$_____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

APPROVED:

By: _____

Michael Bornstein

Title: Village Manager (VPS)

Date: _____

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COMPANY LETTERHEAD

MINUTES OF SPECIAL MEETING

OF

(Company Name)

Minutes of Special Meeting of (Company Name) held at (Address) _____

_____ on this _____ day of _____, 20____.

The President called the meeting to consider the following business: The authorization of NAME(S) and NAME(S) to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

NAME(S) and NAME(S), have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated _____ _____

PRESIDENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by

_____

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

SAMPLE

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DIVISION 1

GENERAL REQUIREMENTS

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SECTION 01000

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Furnish all labor, equipment and materials necessary to reconstruct existing Surficial aquifer production well (Well No. 9) in place for the Village of Palm Springs (OWNER). The scope of work will include: drilling, setting of casings and/or well screen, grouting, testing, well logging, video logging, acidization (optional), pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, fencing, clearing and restoration of well site, new pump and motor including column pipe and appurtenances, well head piping and appurtenances, flow meter, raw water main piping / tie-in, electrical and controls, site work and restoration, as described herein and as shown on the drawings.

B. The CONTRACTOR shall be responsible for all labor, materials, transportation, tools, supplies, equipment, and appurtenances necessary to reconstruct, develop, and test the well as specified herein. In general, all methods and material used under this construction shall be in accordance with the latest revisions of the American Water Works Association Standard for Wells (AWWA A100-06) and the National Groundwater Association Standards as they apply to the particular needs or conditions encountered in the proposed work.

C. Depths presented in these specifications are estimated; specific construction details, such as well casing setting depths, open hole or screened intervals for each well will be determined based on site specific lithologic conditions encountered during drilling and testing.

D. The existing well construction details are as follows:

Well Name	**No. 9**
Date Installed	1977
Diameter (in)	12
Total Depth (ft)	210
Cased Depth (ft)	104
Screened Interval (ft)	104-210

E. The estimated depths for the reconstructed well are as follows:

Well Name	**No. 9**
Diameter (in)	16
Total Depth (ft)	180
Cased Depth (ft)	100
Production Interval (ft)	100 - 180

F. The CONTRACTOR shall be responsible for all labor, materials, tools, transportation, supplies, equipment and appurtenances necessary to construct, start-

up, and test the well, pump, wellhead, raw water piping, and associated electrical and instrumentation.

G. **SEE APPENDIX F FOR ADDITIONAL DETAILS REGARDING OWNER-FURNISHED MATERIALS TO BE PROVIDED TO CONTRACTOR ON THIS PROJECT.**

H. The OWNER reserves the right to add to the work in accordance with the Contract Documents.

1.02 WORK BY OTHERS

A. The CONTRACTOR will diligently perform the scope of work independently of all others who may perform concurrent tasks during execution of the scope of work.

B. The OWNER reserves the right to add to the work in accordance with the Contract Documents.

C. The ENGINEER or OWNER's representative reserves the right to, throughout the construction process, perform on-site inspections of the CONTRACTOR and construction process. Documentation of work shall include, but not be limited to, detailed documentation of daily work performed by the CONTRACTOR, and photographs and/or videos of critical phases of well construction, development, and testing.

D. The CONTRACTOR shall comply and adhere to all security requirements including but not limited to background checks and issuance of security badges. Access to the well site and work areas shall be limited to the areas shown on the project drawings and as discussed in the pre-construction meeting(s).

E. Perimeter privacy (screened) fencing must be secured at all times including but not limited to the installation of temporary construction fencing prior to the removal of existing perimeter and security fencing required for construction. CONTRACTOR must submit a plan outlining the installation and removal of fencing for approval by OWNER prior to mobilization.

1.03 WORK SEQUENCE

A. Sequence of the work will be discussed in detail at the pre-construction conference and will be as described in **Section 03000 – Well Construction Sequence** of the Contract Documents. The OWNER reserves the right to assign priority to certain areas to accommodate the OWNER's interests.

B. CONTRACTOR must contact the Palm Beach County Health Department and submit applicable portions of the "Well Construction Permit Application", and any others required for construction as filed by the OWNER and ENGINEER, prior to commencement of well drilling activities. On-site construction shall not begin prior to CONTRACTOR providing OWNER/ENGINEER with Well Construction Permit.

The CONTRACTOR is responsible to complete the work in the time as set forth by the Contract Documents.

C. The CONTRACTOR shall submit to the ENGINEER, plans to mitigate the construction noise and vibration impacts and comply with the noise and vibration criteria specified herein, including the method of construction and treatments if necessary.

D. The CONTRACTOR shall plan and execute construction activities by methods to control vibration to prevent damage to surrounding foundations, structures, and buildings. Vibration control and compliance are the sole responsibility of the CONTRACTOR.

E. Wells that do not pass bacteriological testing as outlined in **Section 04200 – Well Facility Disinfection and Water Quality Sampling** will not be eligible for substantial completion. A complete set of disinfection and sampling requirements is available in **Section 04200 – Well Facility Disinfection and Water Quality Sampling** and **Appendix D**.

END OF SECTION

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SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Coordination.
2. Field Engineering.
3. Preconstruction Conference.
4. Progress Meetings.

1.02 COORDINATION

A. Coordinate scheduling, submittals, and work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items to be installed later.

B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

C. Coordinate any tie-ins to existing piping with the Village of Palm Springs (OWNER). Obtain written authorization prior to shutting down any water mains on services, reclaimed mains, force mains, or performing tie-ins.

D. Procure approval from the OWNER prior to operating any existing valve.

1.03 FIELD ENGINEERING

A. Employ a Land Surveyor registered in the State of Florida and acceptable to the ENGINEER and the Village to perform all field surveys.

B. CONTRACTOR shall locate and protect survey control and reference points.

C. Control datum for survey is Vertical Control NAVD 1988.

D. Provide field engineering services. Utilize land surveyor to establish elevations, lines, and levels, utilizing recognized survey practices.

E. Submit signed and sealed certification prepared by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

1.04 PRECONSTRUCTION CONFERENCE

A. ENGINEER will schedule a conference after Notice of Award.

B. Attendance Required: OWNER, ENGINEER, and CONTRACTOR.

C. Agenda:

1. Designation of personnel representing the parties in Contract, and the ENGINEER.

2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.

3. Scheduling.

1.05 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work as required.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two (2) days to ENGINEER, OWNER, participants, and those affected by decisions made at the meeting.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, OWNER, ENGINEER, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.

2. Review of work progress.

3. Field observations, problems, and decisions.

3. Identification of problems, which impede planned progress.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. The Unit prices stated in the Contract shall be considered payment in full for the completion of all work. Payment shall be made under each item only for work as it is not specifically included under other items.

B. The CONTRACTOR shall furnish all labor, equipment, and materials necessary to reconstruct one (1) existing Surficial aquifer production well, Well No. 9, for the Village of Palm Springs (OWNER).

C. The CONTRACTOR shall furnish all labor, equipment, and materials necessary to perform testing / pressure grouting of existing sanitary sewer piping.

D. SEE APPENDIX F FOR ADDITIONAL DETAILS REGARDING OWNER-FURNISHED MATERIALS TO BE PROVIDED TO CONTRACTOR ON THIS PROJECT.

1.02 PERFORMANCE

A. Section generally defines unless otherwise indicated, the following:

1. Payment item descriptions.

2. Payment application descriptions.

B. The cost of temporary facilities, bonds, insurance, attending project meetings, administration, record drawings, policing, and other general duties shall be considered incidental to all items.

C. The OWNER may direct the CONTRACTOR to install certain portions of the work in advance of other portions without extra payment to the CONTRACTOR.

D. Measurement methods delineated in the individual Specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual Specification section will govern.

E. The CONTRACTOR's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost of any item of Work has not been established by the Schedule of Values or Measure and Payment, CONTRACTOR shall include the cost for that Work in the other Bid Items so that CONTRACTOR's proposal for the project does reflect CONTRACTOR's total price for completing the Work in its entirety.

1.03 RELATED SECTIONS

A. Section 00111 – Advertisement

B. Section 00200 – Instructions to Bidders

C. Section 00315 – Bidder Qualification Form

D. Section 00520 - Agreement

E. Section 00700 - General Conditions

1.04 LUMP SUM ITEMS

A. The lump sum price shall be full compensation for all labor, materials and equipment to satisfactorily complete the installation of the items as shown on the plans and indicated in the details for lump sum bid items.

1.05 UNIT PRICE ITEMS

A. The ENGINEER or his representative shall determine the number of units of each work item installed.

1.06 ALTERNATE BID ITEMS

A. CONTRACTOR shall note that this project includes an alternate bid item, Item No. 33, defined below, for which CONTRACTOR shall provide a lump sum price to perform work described therein if OWNER elects to proceed with construction/work as described therein. Identification of the Low Bidder shall be based upon the sum total of Bid Item Nos. 1 through 31 and Bid Item No. 33, excluding Bid Item No. 32. If OWNER elects to proceed with construction/work as defined under Bid Item No. 32, Bid Item No. 31 shall not be required and shall be removed from the Contract via formal change order.

1.07 SATISFACTORY COMPLETION

A. Satisfactory completion shall include dewatering, if any, and repair or replacement of damaged landscaping, irrigation systems, pavement or other existing improvements.

1.08 PAYMENT ITEMS

A. Unit Price Bid

1. Payment shall constitute summation of measured quantities multiplied by the respective unit price for items constructed as specified herein and shown on the engineering drawings; including installation and removal of all temporary facilities, piping; and supply of all incidental materials, equipment and labor necessary to complete the contemplated Work whether specifically identified herein or not.

2. Partial progress payments will be made at monthly intervals and will be based upon the value of the Work completed on the date that a partial payment application is submitted less deductions for retainage as defined elsewhere. Signed and Sealed Record Drawings shall be submitted and approved with each partial and final pay request.

1.09 PAYMENT APPLICATION DESCRIPTION

A. Preparation of Applications:

1. Present required information in type written form, or equivalent.

2. Execute certification by signature of authorized officer.

3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.

4. List each authorized Change Order as an extension on the Application for Payment, listing Change Order number and dollar amount as for an original item of Work.

B. Submittal Procedures

1. Submit three copies of each Application for Payment.

Payment Period: Submit monthly as directed by the OWNER.

Submit signed and sealed record drawings covering work for which payment is being requested.

Submit revised progress schedule accurately reflecting the work completed and the schedule of future work items.

C. Substantiating Data

1. When OWNER requires substantiating information, submit data justifying dollar amounts in question.

2. Provide one copy of data with cover letter of each copy of application. Show Application number and date, and line item by number and description on each piece of data.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 GENERAL ITEMS

A. PAY ITEM NO. 1 – GENERAL CONDITIONS, BONDS, AND INDEMNIFICATION

Payment of this item shall be on a lump sum basis. This pay item shall include the costs to comply with all elements of the General Conditions of the Contract, including but not limited to: compliance with the requirements of the General Conditions, bonds, insurance, record keeping, safety and permitting, and indemnification. Payment shall be made at the Contract Lump Sum Price as identified on the BID FORM upon completion of work identified in the general conditions. Total cost of this item shall not exceed 5% of the total bid cost.

B. PAY ITEM NO. 2 – MOBILIZATION/DEMOBILIZATION

Payment of this item shall be on a lump sum basis. This pay item shall include the costs for mobilization/demobilization including work and operations in mobilizing and demobilizing for the work on the well site, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, and for the establishment and removal of temporary offices, buildings, facilities, as required by these specifications, the special provisions, and State and local laws and regulations including pre-construction site video, sanitary facilities and any other pre- or post-construction expense necessary for starting or completing the work. Total cost of this item shall not exceed 5% of the total bid cost. No more than 65% of the amount set aside for this item may be claimed as mobilization.

3.02 WELL NO. 9 SURFICIAL AQUIFER PRODUCTION WELL CONSTRUCTION

A. PAY ITEM NO. 3 – PERFORM PRELIMINARY WELL VIDEO LOGGING (STATIC, DYNAMIC) WITH CAPACITY TESTING

Payment of this item shall be on a lump sum basis as specified in the Contract Documents and accepted by the ENGINEER. Video logging (in both static and dynamic conditions) shall include, but not be limited to, the furnishing of all material, labor, and equipment required, as specified in contract documents. Payment for this item shall be made at the Contract Lump Sum Price for a successfully logged well as listed on the Contract Bid Proposal and as specified in the Contract Documents.

B. PAY ITEM NO. 4 – NOMINAL 6-INCH DIAMETER PILOT HOLE TO 200 FEET; PERFORM GEOPHYSICAL LOGGING, PLUG AND ABANDON

Payment of this item shall be on a lump sum basis. The item shall be paid for at the Contract Lump Sum Price as accepted by OWNER and shall include, but not be limited to, all labor, equipment and material necessary to complete the work including proper disposal of drilling mud, geophysical logging,

plugging/abandonment, grout, and other materials necessary to drill a nominal 6-inch diameter pilot hole to 200-feet below land surface as described and specified in the Contract Documents and as accepted by the ENGINEER.

C. **PAY ITEM NO. 5 – PULL EXISTING PUMP, MOTOR, WELLHEAD, APPURTENANCES**

Payment of this item shall be on a lump sum basis. The item shall be paid for at the Contract Lump Sum Price as accepted by OWNER and shall include removal of well pump, wellhead piping assemblies, and electrical service and controls, and assessment of pulled equipment and proper disposal as specified in contract documents.

D. **PAY ITEM NO. 6 – REMOVE SURFACE CASING, OUTER CASING, INNER CASING, SCREEN, USING OVERDRILL METHOD; BACKFILL BOREHOLE WITH GRAVEL**

Payment of this item shall be made at the Contract Lump Sum Price for the complete removal of existing well appurtenances as approved by the ENGINEER. This item shall include all labor, equipment, materials, and incidentals as necessary for the removal of the existing well surface, outer, and inner well casings and screen using the overdrill method and backfilling of the borehole with gravel as specified in the Contract Documents.

E. **PAY ITEM NO. 7 – FURNISH, INSTALL, AND GROUT 30-INCH DIAMETER STEEL SURFACE CASING TO 40 FT**

Payment of this item shall be on a unit price basis. The item includes furnishing all labor, equipment, materials, and incidentals necessary to install the 30-inch outside diameter (O.D.) pit casing furnished, installed, and grouted in place to the depth specified by the ENGINEER. The item shall be paid for at the Contract unit price per Linear Foot of actual measured casing installed and accepted. The item shall include but is not limited to all labor, equipment, centralizers, annular grout, and other materials necessary to properly install the casing as described in **Section 03200 – Well Casing** and as specified in the Contract Documents and accepted by the ENGINEER.

F. **PAY ITEM NO. 8 – DRILL A NOMINAL 28-INCH DIAMETER BOREHOLE USING MUD ROTARY METHOD**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per linear foot and shall include the actual length of drilled borehole as measured and approved by the ENGINEER and shall be measured vertically from the bottom of the 30-inch diameter surface casing to the bottom of the nominal 28-inch diameter drilled hole interval. The item shall include but is not limited to the furnishing of all material, labor, and equipment necessary to complete the work as described in **Section 03100 - Drilling**. No additional payment will be made for dredging or for re-drilling due to partial or total hole collapse.

G. **PAY ITEM NO. 9 – COMPLETE GEOPHYSICAL LOGGING FOR CASING INSTALLATIONS**

Payment of this item shall be on a lump sum basis. The item includes successfully completed geophysical logs as specified in the Contract Documents for the reconstructed well and shall include but not be limited to furnishing all materials, labor, and equipment necessary to complete the work in accordance with the Contract Documents and as accepted by the ENGINEER.

H. **PAY ITEM NO. 10 – FURNISH AND INSTALL 24-INCH DIAMETER SCH. 40 PVC WELL CASING**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per linear foot and shall include the length of 24-inch PVC well casing furnished and installed and shall be the actual measured quantities installed and approved by the ENGINEER. The length shall be calculated from land surface. The item also includes all labor, equipment, centralizers, bushing and other materials necessary to properly install the casing as described in **Section 03200 – Well Casing** and as accepted by the ENGINEER.

I. **PAY ITEM NO. 11 – CEMENT GROUT 24-INCH DIAMETER SCH. 40 PVC WELL CASING IN PLACE**

Payment of this item shall be on a unit price and shall be paid for at the Contract Unit Price per 94-pound sack of cement furnished. The item includes but is not limited to materials, labor, equipment, delivery charges, additives, operations, setup and removal of equipment for grout emplacement as specified in the Contract Documents and as accepted by the ENGINEER. Cement for the 24-inch diameter PVC casing installation shall be paid for at the Contract Unit Price per sack of cement furnished, and accepted by the ENGINEER, as described in **Section 03400 – Annular Grout**, and as determined by delivery tickets and field observations.

J. **PAY ITEM NO. 12– DRILL A NOMINAL 22-INCH DIAMETER BOREHOLE USING REVERSE AIR METHOD**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per linear foot and shall include the actual length of drilled borehole as measured from the bottom of the 24-inch diameter well casing to the bottom of the nominal 22-inch diameter drilled hole interval, and as approved by the ENGINEER. The item shall include but not be limited to the furnishing of all material, labor, equipment, and incidentals necessary to complete the work as described in **Section 03100 - Drilling**.

K. **PAY ITEM NO. 13 – FURNISH AND INSTALL 16-INCH DIAMETER 316 STAINLESS STEEL WELL SCREEN**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per linear foot and shall include the actual length of 16-inch diameter 316 stainless steel well screen and K-packer furnished/installed below-

grade, as specified, and as accepted by the ENGINEER including, but not limited to, all labor, equipment, materials, centralizers, and incidentals necessary for proper installation as described in **Section 03600 – Well Screen**.

L. **PAY ITEM NO. 14 – FURNISH AND INSTALL 16-INCH DIAMETER SDR-17 JOHNSON WELL RISER CASING**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per linear foot and shall include the length of 16-inch Certa-Lok PVC well casing furnished and installed and shall be the actual measured quantities installed as specified and as approved by the ENGINEER. The length shall be calculated from land surface. The item also includes, but is not limited to, all labor, equipment, centralizers, bushings, and other materials necessary to properly install the casing as described in **Section 03200 – Well Casing** and accepted by the ENGINEER.

M. **PAY ITEM NO. 15 – FURNISH AND INSTALL WELL GRAVEL PACK**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per cubic foot of gravel pack installed and accepted by the ENGINEER as determined by delivery tickets and field observations and as installed in accordance with the Contract Documents. This item shall include, but not be limited to, furnishing/installing all equipment, materials, labor, and incidentals as necessary to satisfactorily disinfect and install gravel pack from total depth to a depth specified by the ENGINEER. Gravel pack that does not meet contract specifications and ENGINEER approval will not be accepted in this line item.

N. **PAY ITEM NO. 16 – PERFORM AIRLIFT WELL DEVELOPMENT**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per hour of airlift development performed and shall include the work required to perform airlift development, as approved by the ENGINEER and as described in **Section 03500 – Well Development**. The item shall include only hours of actual airlift development as approved by the ENGINEER. This item shall include, but not be limited to, furnishing/installing all material, labor, equipment, and incidentals/preparations necessary to complete the scope of work as specified in the Contract Documents.

O. **PAY ITEM NO. 17 – OPTIONAL: WELL ACIDIZATION MOBILIZATION**

Payment of this item shall be on a lump sum basis based upon the percentage of the work completed and approved by the OWNER. The ENGINEER shall direct the CONTRACTOR whether the work included in this item shall be performed. This optional pay item consists of preparatory work, finish work, mobilizing and demobilizing for beginning and ending work, including, but not limited to, those operations necessary for well acidization including but not limited to setup, providing acid pumping, and all labor, materials, equipment, and incidentals necessary to acidize the well as specified in the Contract Documents and as accepted by the ENGINEER.

P. **PAY ITEM NO. 18 – OPTIONAL: WELL ACIDIZATION TREATMENT W/ 32% HCl**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per gallon of acid furnished/installed. The ENGINEER shall direct the CONTRACTOR whether the work included in this item shall be performed. This optional pay item consists of furnishing all necessary labor, equipment, materials, and incidentals necessary to furnish/place up to 1,800 gallons of 32% hydrochloric acid into the well as directed by the ENGINEER and removal/legal-disposal of pH-stabilized water post-acidization, and all labor, materials, equipment, and incidentals necessary to complete the acid treatment as specified in the Contract Documents and as accepted by the ENGINEER.

Q. **PAY ITEM NO. 19 – PERFORM JETTING WITH SIMULTANEOUS AIRLIFT WELL DEVELOPMENT AND CLEAN OUT OF BOREHOLE**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per hour of jetting the borehole (including simultaneous airlift) and reverse air clean out of the borehole to total depth and shall include the work required to perform jetting and reverse air clean out of the hole to the satisfaction of the ENGINEER and as described in **Section 03500 – Well Development**. The item shall include only hours of actual jetting or reverse air clean out of the hole as approved by the ENGINEER including, but not be limited to, the furnishing of all material, labor, equipment, incidentals, and preparations necessary to complete jetting, development, and clean out of the hole in accordance with the Contract Documents.

R. **PAY ITEM NO. 20 – PERFORM PUMP DEVELOPMENT**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per hour of pump development and shall include the work required to perform pump development of the well, including installation and removal of temporary development pump and performance of pump development to the satisfaction of the ENGINEER and as described in **Section 03500 – Well Development**. The item shall include only hours of actual pumping as approved by the ENGINEER including, but not be limited to, the furnishing of all material, labor, equipment, fuel, incidentals, and preparations necessary to complete the scope of work as specified in the Contract Documents and accepted by the ENGINEER.

S. **PAY ITEM NO. 21 – CONDUCT STEP-RATE PUMP TEST**

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per hour of actual step-rate pump testing (while pumping) and shall include, but not be limited to, the furnishing of all material, labor, fuel, incidentals, and equipment necessary to complete the testing as specified in **Section 04000 – Pumping Tests** as accepted by the ENGINEER. Only hours of actual step-rate pumping shall be considered for payment of this item as approved by the ENGINEER.

T. PAY ITEM NO. 22 – CONDUCT CONSTANT-RATE PUMP TEST

Payment of this item shall be on a unit price basis. The item shall be paid for at the Contract Unit Price per hour of actual constant-rate pump testing (while pumping) and shall include, but not be limited to, the furnishing of all material, labor, fuel, incidentals, and equipment necessary to complete the test as specified in **Section 04000 – Pumping Tests** as accepted by the ENGINEER. Only hours of actual constant-rate pumping shall be considered for payment of this item as approved by the ENGINEER.

U. PAY ITEM NO. 23 – COMPLETE WELL VIDEO LOGGING

Payment of this item shall be on a unit price basis per each complete well video log performed and accepted by the ENGINEER. The item includes performance of acceptable video logs, as specified in **Section 03300 – Geophysical and Video Logging**. Video logging (in both static and dynamic conditions) shall include, but not be limited to, equipment required for the flushing of the well with potable water to provide a clear color video image to the total depth of the well and borehole, and furnishing of all material, labor, incidentals, and equipment necessary to complete the work as specified in the Contract Documents. Only video logs accepted by the ENGINEER shall be paid for under this pay item.

V. PAY ITEM NO. 24 – WELL DISINFECTION AND SAMPLING

Payment of this item shall be on a lump sum basis. The item includes but shall not be limited to, all equipment, materials and labor to satisfactorily disinfect the well and raw water main, and perform bacteriological sampling and testing, as required by the Contract Documents and state/local laws and regulations as related to this pay item. The CONTRACTOR shall be responsible for costs associated with testing, re-chlorination, re-sampling, and re-testing as needed to obtain acceptable results from CONTRACTOR approved laboratory and OWNER laboratory as described in the Contract Documents.

W. PAY ITEM NO. 25 – WATER QUALITY SAMPLING

Payment of this item shall be on a lump sum basis. The item includes but shall not be limited to, all equipment, materials and labor to satisfactorily perform water quality sampling/testing and construct easily accessible sampling points as required by state and local laws and regulations as related to this pay item. The CONTRACTOR shall be responsible for costs associated with re-sampling / re-testing as needed to satisfactorily obtain passing and acceptable water quality test results as described in **Section 04200 – Well Facility Disinfection and Water Quality Sampling**. This item includes water quality sampling for laboratory analysis of primary and secondary drinking water standards and for any additional parameters included in the contract documents.

X. PAY ITEM NO. 26 – FORMATION WATER DISPOSAL SYSTEM

Payment of this item shall be on a lump sum basis. The item includes, but shall not be limited to, furnishing and installing all materials, labor, time, monitoring, operation and maintenance, and equipment necessary to install required tie-ins, temporary above grade HDPE formation water disposal piping (or approved alternate) from the well to CONTRACTOR's settling tanks and to the designated outfall locations as shown on the Contract Plans, sampling and compliance with the FDEP Permit for Generic Discharge (62-621.300(2) FAC), LWDD permits, implementation of necessary best management practices, and complete restoration of all areas used for formation water discharge as described in **Section 05000 – Formation Water Disposal System,** Contract Documents, and as accepted by the ENGINEER. This pay item also includes removal and legal disposal of temporary piping, maintenance of disposal/settling system, and all temporary pumps/fittings/piping.

Y. PAY ITEM NO. 27 - FURNISH AND INSTALL WELLHEAD AND RAW WATER MAIN

Payment of this item shall be on a lump sum basis. The item includes all equipment, materials, and labor necessary to furnish and install a new wellhead, below grade raw water main piping / fittings, valves, flow meter, above grade piping and appurtenances, pipe supports, coating of the wellhead, dewatering, and disinfection / sampling as necessary as shown on the attached drawings and specifications. This item shall include the wellhead assembly, valves, meters, above grade piping / fittings / valves, and appurtenances, check valve, below grade raw water main piping, tie-in, disinfection/flushing of raw water main, start-up, testing, OWNER training, and any other necessary items to provide a complete and operating system.

Disinfection/Sampling of the existing raw water main shall include, but not be limited, furnishing/installing all necessary labor, equipment, materials, and tooling necessary to disinfect and flush existing raw water main facilities removed from service during performance/completion of raw water main tie-in including management/legal-disposal of flushing water, collection and analysis of up to two (2) bacteriological samples by Florida Department of Health approved/certified laboratory in accordance with permit conditions and Florida Administrative Code, including furnishing/installing temporary downstream sampling point, and all other necessary work necessary to place existing raw water main facilities back into normal operation to the sole satisfaction of the OWNER.

Z. PAY ITEM NO. 28 - FURNISH AND INSTALL WELL PUMP, MOTOR, AND PIPING

Payment of this item shall be on a lump sum basis. The item includes furnishing and installation of the submersible well pump, motor, column pipe, column pipe-pump adaptor, foot-valve and all required appurtenances including but not limited to all equipment, labor, and materials required to reconnect all electrical services and controls and complete the work as specified in the Contract Documents and accepted by the ENGINEER.

AA. **PAY ITEM NO. 29 – SITE WORK INCLUDING PERIMETER FENCING AND SITE RESTORATION**

Payment of this item shall be on a lump sum basis. The item includes preparing the site for drilling, furnishing and installing perimeter privacy fencing, site restoration, restoring the site to its original condition, providing intended grades including added fill as necessary, removal/trimming of landscaping, replacement of existing vegetation, relocation of utilities as noted on the Construction Plans and as approved by the OWNER/ENGINEER, ground cover, and furnishing and installing the concrete well pad and perimeter fencing as shown on the site plan, to the satisfaction of the OWNER and as accepted by the ENGINEER.

BB. **PAY ITEM NO. 30 – FURNISH AND INSTALL LINE STOP**

The CONTRACTOR's bid unit price per each (EA) shall include all labor, materials, equipment, tools, and incidentals necessary to furnish and install the line stop, including restraining the existing water main as directed on the contract plans, concrete pad/jacket, excavation for the trench, restraining of existing utilities as required in the Contract Plans, disposal of all excess materials, containment and legal disposal of spilled fluids, bracing, sheeting, dewatering, backfilling and compaction of trenches, density testing, maintaining uninterrupted services of existing utilities, providing access to driveways and roadways at all times, excavation as necessary for exploration and installation, pipe material specific requirements including all necessary materials, equipment, labor, and/or pre-evaluation work required, cleaning the site of the work location, protection of existing utilities, structures, trees, shrubs, irrigation systems, and lawns, restoration of affected areas, and all other materials for a complete installation of the line stop as shown on the Drawings and as specified herein.

CC. **PAY ITEM NO. 31 – ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)**

Payment of this item shall be on a lump sum basis. The item includes all equipment, materials, and labor necessary to furnish and install electrical service to the surficial well, including telemetry, as appropriate, as shown on the attached drawings and specifications. This item shall include all power feeds and services, power and control panels, instrumentation/controls, disconnects, wire, conduit, grounding, lightning protection, SCADA, telemetry, and appurtenances as described in the plans and specifications.

DD. **PAY ITEM NO. 32 – ALTERNATE BID ITEM - ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)**

Payment of this item shall be on a lump sum basis. The item includes all equipment, materials, and labor necessary to furnish and install electrical service to the surficial well, including telemetry, as appropriate, as shown on the attached drawings and specifications. This item shall include all power feeds and services, power and control panels, instrumentation/controls, disconnects, wire, conduit, grounding, lightning protection, SCADA, telemetry, and appurtenances as described in the plans

and specifications. This item includes alternate construction as defined / detailed in **Section 16000 – Electrical General Requirements**, **Section 16901 – I&C Systems**, and **Section 16681 – Variable Frequency Drive** of the Technical Specifications. See Section 16681 Part 1.1.G for additional information. If selected, equipment, materials, labor, and incidentals pertaining to this work item shall be furnished/installed in lieu of that which is proposed under Pay Item No. 31.

EE. **PAY ITEM NO. 33 – OWNER'S ALLOWANCE**

Payment of this item shall be on a Cost Incurred (CI) basis based upon invoices provided by the CONTRACTOR. This pay item shall include payments to FPL for fees required by FPL related to electrical service to Well No. 9 as well as additional project work required due to unforeseen conditions and as approved in writing by the OWNER/ENGINEER. Payment on this item shall only be with prior written approval of the OWNER/ENGINEER. CONTRACTOR shall provide an original invoice from FPL to OWNER for approval, as evidence of the total amount to be paid for electrical service connection. Costs for any additional work shall be reviewed / approved by OWNER/ENGINEER prior to any work being performed. No payments shall be made for work performed prior to / without written approval/agreement from OWNER/ENGINEER. Any remaining money left in this allowance that is not used and approved by the OWNER shall not be paid to the CONTRACTOR and shall be returned to the OWNER in a final reconciliation change order. This pay item also includes complying with all elements of the General Conditions of the Contract, including but not limited to bonds, insurance, record keeping, project management, safety and permitting, and indemnification related to the Contract scope.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR’s responsibilities, unless otherwise indicated, for the following:

1. Submittal Procedures.
2. Construction Progress Schedules.
3. Temporary Fencing and Screening Plan.
4. Dewatering Plans.
5. Well Testing Plans.
6. Temporary Trenching, Sheeting, and Shoring Plan.
7. Proposed Products List.
8. Shop Drawings.
9. Product Data.
10. Manufacturers' Instructions.
11. Manufacturers' Certificates.
12. Maintenance of Traffic.

1.02 RELATED SECTIONS

A. **Section 01400 - Quality Control:** Manufacturers' field services and reports.

B. **Section 01780 - Contract Closeout:** Contract warranty and manufacturer's certificates, closeout submittals.

1.03 SUBMITTAL PROCEDURES

A. Transmit each submittal with ENGINEER accepted form. All submittals shall be submitted electronically. Responses to submittals will also be performed electronically.

B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.

C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

D. Apply CONTRACTOR's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and deliver to ENGINEER at their business address. Coordinate submission of related items.

F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

G. Provide space for CONTRACTOR and ENGINEER review stamps on each submittal.

H. Only complete submittals will be reviewed. Partial or incomplete submittals for a product will be returned to the CONTRACTOR without review.

I. Revise and resubmit submittals as required, identify all changes made since previous submittal.

J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

K. Provide an updated Submittal Log at the end of each week that tracks the date the submittal was transmitted, the date the submittal was returned, and the status of each submittal.

L. All approved submittals to be saved electronically, in PDF format, and provided on a CD along with As-Built Plans and O&M Manuals at the end of the project.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule as required in the “General Conditions”.

B. Revise and resubmit as required in the “General Conditions”.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.

E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of Work at submission of each Application for Payment.

G. At the end of each week, CONTRACTOR shall submit a written two (2) week look ahead describing the construction activities that will take place to allow for coordination with ENGINEER, OWNER, and other parties.

1.05 TEMPORARY FENCING AND SCREENING PLAN

A. Submit temporary fencing and screening plan to ENGINEER for review.

1.06 DEWATERING PLANS

A. Submit dewatering plans to ENGINEER for review.

B. After ENGINEER's review of dewatering plans, CONTRACTOR shall submit plans to proper governing authority and receive permits for dewatering prior to construction.

C. CONTRACTOR is responsible for paying any dewatering permit fees.

1.07 WELL TESTING PLANS

A. CONTRACTOR shall submit plans to ENGINEER for review.

1.08 TEMPORARY TRENCHING, SHEETING, AND SHORING PLAN

A. CONTRACTOR shall submit plans to proper governing authority for approval.

1.09 PROPOSED PRODUCTS LIST AND INFORMATION

A. Submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number or each product. These products should include as a minimum the following:

1. Well Screen.
2. Well Casing.
3. Well Pump and Motor.
4. Well Head.
5. Gravel Packing.
6. Ductile Iron Pipe.
7. Valves.
8. Electrical.
9. Instrumentation.
10. Others as required (Additional submittal requirements are provided in the individual specification sections).

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Submit the following information:

1. Well Construction Permit.

2. A list of materials and equipment for the disposal of formation water.

3. A list of drilling equipment, settling tanks, and pumping equipment to be used for the rehabilitation of each well.

4. Documentation of welder's certification.

5. Flow meter calibration certificates.

1.10 SHOP DRAWINGS

A. After review, distribute in accordance with Article on Procedures above and for Record Documents described in **Section 01780 - Contract Closeout**.

1.11 PRODUCT DATA

A. Submit the number of copies which the CONTRACTOR requires, plus four (4) copies, which will be retained by the ENGINEER.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in **Section 01780 - Contract Closeout.**

1.12 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.13 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to ENGINEER for review, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to ENGINEER.

1.14 MAINTENANCE OF TRAFFIC

A. Prepare and submit a Work Zone Traffic Control Plan to the appropriate officials in all municipalities and jurisdictions where the work will impact the flow of traffic. Obtain written approval of that plan from all municipalities and jurisdictions, then provide copies of the plan and all approvals to the OWNER and ENGINEER prior to the start of construction. Also, submit plan to maintain/control pedestrian traffic in the work area.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

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SECTION 01360

PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise rated, for the following:

1. Audio-Video Documentation.
2. Equipment.
3. Submittals.
4. Technique.
5. Quality Assurance.

1.02 QUALITY ASSURANCE

A. Documentation shall be performed by a responsible commercial firm known to be skilled and regularly engaged in the preparation of pre-construction color audio-video documentation. **Any Preconstruction video produced by the CONTRACTOR will be immediately rejected.** All preconstruction videos are to be completed by a firm with extensive amount of previous experience in producing preconstruction documentation.

B. Completed documentation shall reproduce bright, sharp pictures with accurate colors and shall be free from distortion, tearing, rolling, or any other significant picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity, and be free of distortion.

C. Construction shall not proceed until the OWNER and ENGINEER have reviewed the documentation and notified the CONTRACTOR of its acceptability.

1.03 MEASUREMENT AND PAYMENT

A. No separate payment item is provided for this work. The cost of performing this work shall be incorporated into the bid items or lump sum amount identified on the bid form.

PART 2 - PRODUCTS

2.01 RECORDING EQUIPMENT

A. Utilize color video camera having:

1. Horizontal Resolution of 350 lines at center.

2. 8:1 Zoom, minimum.

B. Utilize digital format recorder having:

1. Minimum horizontal resolution of 540 lines, 60 fields.

2.02 RECORDING MEDIA

A. Utilize new, Digital Video Disc (DVD) having:

1. DVD shall be DVD-R. DVD-RAM shall not be accepted.

2. 4¾ inches diameter discs.

2. High resolution.

3. 4.7 gigabyte storage per layer with two layers (minimum).

PART 3 - EXECUTION

3.01 COVERAGE

A. Record coverage of all surface features located in the construction's zone of influence (including the proposed storage area(s)) including, but not limited to:

1. Roadways, driveways, sidewalks.

2. Treatment facilities, surrounding structures, sanitary facilities.

3. Drainage structures, abovegrade utilities, drainage swales, canals.

4. Landscaping, trees, shrubbery, fences, irrigation heads, meters.

B. Record the individual features of each item with particular attention being focused upon the existence of any faults, fractures, or defects.

C. Control pan rate, rate of travel, camera height and zoom rate to maintain a steady clear view at all times.

D. Limit recorded coverage to one side of any street at any one time.

E. Create a single, continuous, unedited recording that begins and ends within each portion of a particular construction area. The recording shall proceed in the direction of ascending baseline stationing.

3.02 AUDIO CONTENT

A. Simultaneously record audio content during videotaping.

B. Audio recording shall assist in viewer orientation and in any needed identification, clarification, or description of features being recorded.

C. Audio recording will only consist of camera operator commentary.

3.03 INDEXING

A. Permanently label each tape with a sequential tape number and the project name.

B. Index each DVD with a digital record of the time and date of the recording that is continuously displayed as the DVD is played.

C. Prepare a written log which describes the contents of each DVD including:

1. Structure/location names.

2. Coverage begin/end, station and location.

3. Recording date.

3.04 CONDITIONS

A. Record coverage during dry, clear weather and during daylight hours only.

B. Record coverage when the area to be covered is free of debris or obstructions.

C. Record coverage no more than 15 days prior to the start of construction.

END OF SECTION

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SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Quality assurance and control of installation.

2. References.

3. Inspection and testing laboratory services.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

G. Provide devices or utilize methods necessary for compliance with the "Trench Safety Act".

1.03 REFERENCES

A. Conform to reference standard as identified in each individual technical specification section.

B. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by any reference standard or document.

1.04 INSPECTION AND TESTING LABORATORY SERVICES

A. CONTRACTOR will appoint, employ, and pay for services of an independent firm to perform inspection and testing.

B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the ENGINEER.

C. Reports will be submitted by the independent firm to the ENGINEER, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

1. Notify ENGINEER and independent firm 24 hours prior to expected time for operations requiring services.

2. Make arrangements with independent firm and pay for additional samples and tests required for CONTRACTOR's use.

E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The cost for retesting shall be the CONTRACTOR’s responsibility.

F. Testing to be provided by the CONTRACTOR shall include, at a minimum:

1. Testing of the surficial aquifer production well, per **Division 3 - Well Construction and Concrete Work** and **Division 4 - Well Testing** of these Specifications.

2. Density testing.

3. Concrete testing.

4. Testing of the raw water main and wellhead.

G. The CONTRACTOR shall provide a calibrated seismograph at all times during well drilling activities to monitor vibration at the site. The seismograph shall be recently calibrated and with a suitable indicator range. The CONTRACTOR shall be responsible for any damage due to excessive vibration. Off-site vibrations shall be limited to 0.5 inches per second (Peak Particle Velocity, PPV). The CONTRACTOR shall complete a vibration attenuation study (vibration levels versus distance) prior to construction using the proposed construction equipment at the highest impact energy possible.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

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SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1- GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Temporary Utilities: Electricity, water, and sanitary facilities.

2. Temporary Controls: Barriers, enclosures and fencing and screening, protection of the Work.

3. Construction Facilities: Parking, progress cleaning, and project signage.

1.02 RELATED SECTIONS

A. **Section 01780 – Closeout Submittals**: Final cleaning.

1.03 TEMPORARY ELECTRICITY

A. CONTRACTOR will provide temporary 110 VAC power, if existing at well locations, and CONTRACTOR may use at no cost.

B. CONTRACTOR will provide portable power supply as required.

C. CONTRACTOR will provide power outlets for construction operations, with branch wiring and distribution boxes located as needed. Provide flexible power cords as required.

1.04 TEMPORARY WATER SERVICE

A. OWNER shall provide temporary raw water service at no charge. CONTRACTOR shall be responsible for all hauling or conveyance of water to the site. CONTRACTOR may use raw water supply following OWNER authorization for activities related to well drilling development. Non-potable raw water may be obtained from the existing raw water main located at the well sites.

1.05 TEMPORARY SANITARY FACILITIES

A. CONTRACTOR shall provide and maintain required facilities.

1.06 BARRIERS AND TRAFFIC CONTROL

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage due to construction operations and demolition.

B. Provide protection for natural vegetation designated to remain. Replace protected vegetation, if damaged.

C. Protect all landscaping and decorative vegetation. Restore damaged landscaping and vegetation to its original condition.

D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

E. Provide signs, signals, cones, barricades and trained flagmen to direct traffic in and around the construction site in accordance with Florida Department of Transportation Work Zone Traffic Control Standards.

1. Prepare a WORK ZONE TRAFFIC CONTROL PLAN and submit that plan to the appropriate officials in all municipalities and jurisdictions where the Work will impact the flow of traffic.

2. Obtain written approval of that plan from all municipalities and jurisdictions, and then provide copies of the plan and all approvals to the OWNER and ENGINEER prior to the start of construction. All approvals must be obtained prior to construction.

3. Keep specified areas open and accessible at all times. Roads must be kept open at all times. Flow bypass ramps or buried hoses are required to maintain traffic access.

1.07 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for existing and installed Products. Control activity in immediate work area to minimize damage.

C. Provide protective coverings as needed.

D. Protect finished floors, stairs, roadways, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.08 SECURITY/TEMPORARY FENCING AND SCREENING

A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

B. Provide temporary fencing and screening to protect Work from unauthorized entry, vandalism, or theft.

1.09 ACCESS ROADS

A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area. Access routes shall be restored to preexisting conditions or better upon conclusion of the project.

B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow. Coordinate interruptions in normal public vehicular traffic flow with those governmental agencies having authority over each roadway.

1.10 PARKING

A. Provide temporary parking areas to accommodate construction personnel.

B. Temporary parking areas must not interfere with normal traffic flow or designated parking for others.

C. Temporary parking areas must be approved by the ENGINEER and OWNER.

1.11 PROGRESS CLEANING

A. Maintain all construction areas free of waste materials, debris, and rubbish. Maintain all sites in a clean and orderly condition.

B. Broom and vacuum clean areas prior to start of surface finishing, and continue cleaning to eliminate dust.

C. Remove waste materials, debris, and rubbish from site daily and dispose of at approved location.

D. Always keep roadways, sidewalks and bicycle paths clear of construction debris and trash.

E. Provide positive methods and apply dust control materials to minimize raising dust form construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere. CONTRACTOR shall immediately mitigate dust upon complaint.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.

B. Remove underground installations to a minimum depth of three (3) feet.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.13 ADJACENT WORK

A. Other contractors will be completing work adjacent to the project sites as specified in this contract. Contractor must coordinate with additional contractors working in the area.

1.14 WELLFIELD PROTECTION

A. All construction activities, including the storage of diesel fuel, must comply with the Palm Beach County Wellfield Protection Act. Contractor shall comply with Appendix 3 Best Management Practices for the Construction Industry, as referenced in Section 14, Wellfield Protection Ordinance, of the Palm Beach County Unified Land Development Code

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Products.
2. Transportation and handling.
3. Storage and protection.
4. Product options.
5. Substitutions.

1.02 RELATED SECTIONS

A. Instructions to Bidders: Product options and substitution procedures.

B. **Section 01400 - Quality Control**: Product quality monitoring.

1.03 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

1.04 TRANSPORTATION AND HANDLING

A. Transport and handle Products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.

C. Provide equipment and personnel to handle Products by methods which prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated Products, place on secure supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection. On-site storage of products must be approved by the OWNER and ENGINEER prior to delivery.

D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

F. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.07 SUBSTITUTIONS

A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this Section.

B. Substitutions may be considered when a Product becomes unavailable through no fault of the CONTRACTOR.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Bidder:

1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.

2. Will provide the same warranty for the Substitution as for the specified Product.

3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to OWNER.

4. Waives claims for additional costs or time extension that may subsequently become apparent.

5. Will reimburse OWNER for review or redesign services associated with re-approval by the ENGINEER or governing authorities.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:

1. Submit three (3) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

2. Submit shop drawings, Product data, and certified test results attesting to the proposed Product equivalence.

G. The ENGINEER will notify CONTRACTOR, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

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SECTION 01720

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. On-site maintenance of Record Documents.
2. Required record information.

1.02 MAINTENANCE

A. Maintain on site, one (1) set of the following Record Documents; record actual revisions to the Work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Shop Drawings, product data, and samples.
6. Palm Beach County Health Department Permit for wellhead and raw water main, well construction and well abandonment.
7. Building Permits.
8. Other Permits as necessary.

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. In the interest of timely detection of non-conforming Work, all Record Drawing information for the partially completed work must be furnished to the ENGINEER prior to submitting for periodic progress payments on the partially completed Work.

E. Under no circumstances will pavement restoration Work be allowed to start until the ENGINEER has reviewed the Record Drawing information for Work constructed within the area that pavement will be restored.

F. All Record Drawing information must be obtained by a Professional Land Surveyor, who is licensed in the State of Florida. Information must be signed and sealed.

G. Record Documents must be available to ENGINEER for examination at any time during the progress of the Work.

H. Submit completed Record Documents upon completion of the Work, at each partial pay request, and prior to application for final payment.

I. The Surveyor to be utilized shall have successfully completed three (3) Record Drawing projects within the last two (2) years within the Village of Palm Springs Service area (i.e. has completed three sets of Record Drawings that have been reviewed by Village Staff and is familiar with the requirements of the Village of Palm Springs.)

1.03 REQUIRED RECORD DRAWING INFORMATION

A. General

1. All drawings included as part of the Contract Documents shall be submitted as part of the record drawing submittal.

2. Label drawings “Record Drawings” with date.

3. Complete title block with current file name.

4. Location sketch.

5. Design information shall be crossed out and the record drawing information shall be included in bold.

6. Two (2) signed and sealed sets of Record Drawings.

7. One (1) signed and sealed set of Record Drawings on Mylar.

8. Two (2) digital copies of Record Drawings in AutoCAD 2000 format or later and one (1) copy, in PDF format, on CD.

9. Additional copies as required for permitting closeout as requested by the ENGINEER.

10. Design information which is no longer applicable to the installed components and/or configuration shall be crossed-out.

11. Design elevations shall be crossed out and the installed elevations shall be recorded where applicable.

B. Pipe

1. As-built entire facility from existing tie–in to existing tie-in as determined by the OWNER. Extensions of an imaginary line will not be acceptable as reference points.

2. Stationing or Northing/Easting of each valve, fitting, air release valve, service line, well head, etc. and radial dimensions from a nearby permanent object where possible.

3. Type of materials installed - pipe and appurtenances. Indicate all locations of change of material including joint type (M.J., slip, restrained).

4. Valve type (plug, butterfly, gate, air release, etc.) and size.

5. As-built elevations at tie-in locations and any major changes in direction and/or elevation. Elevations shown at these intervals and changes must show top of pipe elevation and finished grade elevation at that location.

C. Well Head

1. Include Northing/Easting and latitude/longitude of the well head, centerline elevation of pipes, corners of the concrete slab, and slab elevation.

D. Electrical

1. Include location of electrical and instrument panels, rocks, pull boxes, transformers, equipment panels, grounding rods and test wells, and conduit. Conduit information shall include depth of cover and separation between other utilities where they cross each other.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 SURVEYOR RESPONSIBILITIES

A. Signed and sealed prints are to be submitted for each pay requisition and appropriate stages of construction as designated by the ENGINEER.

B. Mark information on the Drawing in a manner that indicates which elevations and dimensions have been checked. This is to be done by crossing through the design elevation or dimension and placing the Record information next to it. If an elevation or dimension has not changed, the same procedure should be followed

to confirm that it has been checked. Add new information in a manner to indicate that it is Record information and not design information.

C. Each Record Drawing sheet must include the surveyor's name, company, address, and registration number.

D. Prior to the conclusion of the Project, CONTRACTOR shall submit the required number of signed and sealed copies of the Record Drawings to the ENGINEER for the purpose of closing all of the outstanding permits.

E. At the conclusion of the Project, submit two final sets of signed and sealed prints and a signed and sealed set of Mylar’s to the ENGINEER for permanent record keeping, along with two (2) digital copies of the Record Drawings on CD in AutoCAD 2000 format or later and one (1) copy, in PDF format, on CD. In addition, the CONTRACTOR shall provide the required number of copies to the ENGINEER to assist in the closing out of all necessary permits.

END OF SECTION

SECTION 01730

OPERATION & MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Detailed information for the preparation, submission, and ENGINEER's review of Operation and Maintenance (O&M) Data, as required by individual specification Sections. The O&M information shall be prepared specifically for this project, and shall include all sections and organization as specified herein.

1.02 DEFINITIONS

A. Preliminary Data: Initial and subsequent submissions for ENGINEER's review.

B. Final Data: ENGINEER-accepted data, submitted as specified herein.

C. Maintenance Operation: As used on Maintenance Summary Form is defined to mean any routine operation required to ensure satisfactory performance and longevity of equipment. Examples of typical maintenance operations are lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

1.03 SEQUENCING AND SCHEDULING

A. Equipment and System Data.

1. Preliminary Data:

a. Do not submit until Shop Drawing for equipment or system has been reviewed and approved by ENGINEER and OWNER.

b. Submit prior to shipment date.

2. Materials and Finished Data

a. Preliminary Data: Submit at least 15 days prior to request for start-up.

b. Final Data: Submit within 10 days after final inspection.

1.04 DATA FORMAT

A. Prepare preliminary data in the form of an instructional manual. Prepare final data in data compilation format in electronic media.

B. Instructional Manual Format:

1. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.

2. Size: 8½ inches by 11 inches, minimum.

3. Cover: Identify manual with typed or printed title "OPERATION AND MAINTENANCE MANUAL" and list:

   a. Project title.

   b. Month and year.

   c. Designate Applicable system, equipment, material, or finish.

   d. Identity of separate structure as applicable.

   e. Identity of general subject matter covered in the manual.

   f. Spine shall have the project title, month and year, and "OPERATION AND MAINTENANCE MANUAL" printed on it.

4. Title Page

   a. CONTRACTOR name, address, and telephone number.

   b. Subcontractor, supplier, installer, or maintenance contractor's name address, and telephone number, as appropriate.
      i. Identify area of responsibility of each.
      ii. Provide name and telephone number of local source of supply for parts and replacement.

5. Table of Contents:

   a. Neatly typewritten and arranged in systematic order with consecutive page numbers.

   b. Identify each product by product name and other identifying numbers or symbols set forth in the Contract Documents.

6. Paper: 20-pound minimum, white for typed pages.

7. Text: manufacturer's printed data, or neatly typewritten.

8. Three-hole punch data for binding and composition; arrange printing do that punched holes do not obliterate data.

9. Material shall be suitable for reproduction, with quality equal to original. Photocopying of materials will be acceptable, except for material containing photographs.

C. Data Compilation Format:

1. Compile all ENGINEER-accepted preliminary O&M data into a hard-copy, hard-bound set.

2. Each set shall consist of the following:

a. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.

b. Cover: Identify each volume with typed or printed title "OPERATION AND MAINTENANCE MANUAL, VOLUME NO. ____ OF _____", and list:
   i. Project title
   ii. CONTRACTOR's name, address, and telephone number.
   iii. If entire volume covers equipment or system provided by one (1) supplier include the following:
      a) Identity of general subject matter covered in the Manual.
      b) Identity of equipment number and specification Section.

c. Provide each volume with title page and typed table of contents with consecutive page numbers. Place content of entire set, identified by volume number in each binder.

d. Table of contents neatly typewritten, arranged in systematic order:
   i. Include list of each product, indexed to content of each volume.
   ii. Designate system or equipment for which it is intended.
   iii. Identify each product by product name and other identifying numbers or symbols set forth in the Contract Documents.

e. Section Dividers:
   i. Heavy, 80-pound cover weight, tabbed with numbered plastic index tabs.
   ii. Fly-leaf:
      a) For each separate product, or each piece of operating equipment, with typed description of product and major component parts of equipment.
      b) List with each product:
         i. Name address, and telephone of subcontractor, suppliers, installer and maintenance contractor as applicable.
         ii. Identity area of responsibility of each.
         iii. Provide local source of supply for parts and replacement.
   iii. Identity of separate structure as applicable.

f. Assemble and bind material, as much as possible, in the same order as specified in the Contract Documents.

D. Electronic Media Format:

1. Portable Document Format (PDF):

a. After all preliminary data has been found to be acceptable to the ENGINEER, submit O&M data in PDF format on CD.

b. Files to be exact duplicates of ENGINEER-accepted preliminary data. Arrange by specification number and name.

c. Files to be fully functional and viewable in the latest version of Adobe Acrobat.

d. The table of contents shall include hot links to the individual sections.

1.05 SUBMITTALS

A. Informational

1. Data outline: submit two (2) copies of a detailed outline if the proposed organization and content of the Final Manuals prior to preparation of the preliminary manuals.

2. Preliminary Data:

a. Submit two (2) copies for ENGINEER's review.

b. If data meets conditions of the Contract:
   i. One (1) copy will be returned to the CONTRACTOR.
   ii. One (1) copy will be forwarded to the project representative.

c. If data does not meet conditions of the Contract:
   i. All copies will be returned to the CONTRACTOR with the ENGINEER's comments for revision.
   ii. ENGINEER's comments will be retained in ENGINEER's file.
   iii. Resubmit two (2) copies revised in accordance with the ENGINEER's comments.

3. Final Data: Submit two (2) copies in format specified herein.

1.06 DATA FOR EQUIPMENT AND SYSTEMS

A. Content for each unit (or common Units) and system:

1. Product Data:

a. Include only those sheets that are pertinent to specific product.

b. Clearly annotate each sheet to:
   i. Identify specific product or part installed.
   ii. Identify data applicable to installation.
   iii. Delete references to inapplicable information.

c. Function, normal operating characteristics, and limiting conditions.

d. Performance curves, engineering data, nameplate data, and tests.

e. Complete nomenclature and commercial number of replaceable parts.

f. Original manufacturer's part list, illustrations, detailed assembly drawings showing each part with part numbers and sequentially numbered part list, and diagrams required for maintenance.

g. Spare parts ordering instructions.

h. Where applicable, identify installed spares and other provisions for future work (e.g. reserved panel space, unused components, wiring, and terminals).

2. As-installed, color coded piping diagrams.

3. Charts of valve tag numbers, with the location and function of each valve.

4. Drawings: Supplement product data with Drawings as necessary to clearly illustrate:

    a. Format:
        i. Provide reinforced, punched, binder tab: bind in with text.
        ii. Reduced to 8½ inches by 11 inches, or 11 inches by 17 inches folded to 8½ inches by 11 inches.
        iii. Where reduction is impractical, fold and place in 8½ inch by 11 inch envelopes bound in text.
        iv. Identify specification section and product on drawings and envelopes.

    b. Relations of component parts of equipment and systems.

    c. Control and flow diagrams.

    d. Coordinate drawings with Project record documents to assure correct illustration of completed installation.

5. Instructions and procedures: Within text, as required to supplement product data.

    a. Format:
        i. Organize in consistent format under separate heading for each different procedure.
        ii. Provide logical sequence of instructions for each procedure.
        iii. Provide information sheet for OWNER's personnel, including:
            a) Proper procedures in the event of failure.
            b) Instances that might affect validity of guarantee or bond.

    b. Installation instructions: Including alignment, adjusting, calibrating, and checking.

    c. Operating procedures:
        i. Startup, break-in, routine, and normal operating instructions.
        ii. Test procedures and results of factory tests where required.
        iii. Regulation, control, stopping, and emergency instructions.
        iv. Description of operating sequence by control manufacturer.
        v. Shutdown instructions for both short and extended duration.
        vi. Summer and winter operating instructions, as applicable.
        vii. Safety precautions.
        viii. Special operating instructions.

d. Maintenance and Overhaul procedures:
   i. Routine maintenance.
   ii. Guide to troubleshooting.
   iii. Disassembly, removal, repair, reinstallation, and reassembly.

6. Start-up information and test reports.

7. Guarantee, bond, and service agreement: in accordance with **Section 01780 - Closeout Submittals.**

B. Content for each electronic item or system:

1. Description of unit and component parts:

   a. Function, normal operating characteristics, and limiting conditions.

   b. Performance curves, engineering data, nameplate data, and tests.

   c. Complete nomenclature and commercial number of replaceable parts.

   d. Interconnection wiring diagrams, including control and lighting systems.

2. Circuit directories of panelboard:

   a. Electrical service.

   b. Controls.

   c. Communication.

3. List of electrical relay settings and control and alarm contact settings. Include a copy of all configuration settings and files on a USB thumb-drive.

4. Electrical interconnection wiring diagram, including control and lighting systems.

5. As-installed control diagrams by control manufacturer.

6. Grounding measurements

7. Operating procedures:

   a. Routine and normal operating instructions.

b. Sequences required.

c. Safety precautions.

d. Special operating instructions.

8. Maintenance procedures:

a. Routine maintenance.

b. Guide to troubleshooting.

c. Adjustment and checking.

d. List of relay settings, control, and alarm contact settings.

9. Manufacturer's printed operating and maintenance instructions.

10. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

11. Start-up information and test reports.

C. Maintenance summary

1. Compile individual maintenance summary for each applicable equipment item, respective unit or system, and for components of subunits.

2. Format:

a. Use maintenance summary form bound with this Section.

b. Each maintenance summary may take as many pages as needed.

c. Use only 8½ x 11 paper.

d. Complete using typewriter or electronic printing.

3. Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommended type, grade, and temperature range of lubricants and frequency of lubrication.

4. Recommended spare parts:

a. Data to be consistent with manufacturer's bill of materials/parts list furnished in the O&M Manuals.

b. “Unit” is the unit of measure for ordering the part.

c. “Quantity” is the number of units recommended.

d. “Unit Cost” is the current purchase price.

1.07 DATA FOR MATERIALS AND FINISHES

A. Content for architectural products, applied materials and finishes:

1. Manufacturer’s data, giving full information on products:

a. Catalog number, size, and composition.

b. Color and texture designations.

c. Information required for reordering special manufactured products

2. Instructions for care and maintenance

a. Manufacturer’s recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods that are detrimental to product.

c. Recommended schedule for cleaning and maintenance.

B. Content for moisture protection and weather exposed products.

1. Manufacturer’s data, giving full information on products:

a. Applicable standards.

b. Chemical composition.

c. Details of installation.

2. Instructions for inspection, maintenance and repair.

1.08 WELL COMPLETION AND TESTING

A. The O&M Manual shall contain the well completion reports for each surficial aquifer production well.

B. The Manual shall include copies of all chemical, microbial, and disinfection testing reports.

1.09 ADDITIONAL ITEMS FOR THE O&M MANUAL

A. Record drawings provided by the CONTRACTOR.

B. Hydrogeologic report provided by the ENGINEER/Hydrogeologist.

C. CD containing the approved submittals for the project.

D. A copy of the flow meter calibration report

E. The depth the well pump was set below land surface.

1.10 SUPPLEMENTS

A. The supplement listed below, following "END OF SECTION," are part of this specification.

1. Form: Maintenance Summary Form.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

MAINTENANCE SUMMARY FORM

PROJECT: _____ CONTRACT NO.:_____

1. EQUIPMENT ITEM_____

2. MANUFACTURER _____

3. EQUIPMENT/TAG NUMBER_____

4. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS)_____

5. NAMEPLATE DATA (hp, voltage, speed, etc.)_____

6. MANUFACTURER'S LOCAL REPRESENTATIVE_____

   a. Name_____ Telephone No._____

   b. Address_____

7. MAINTENANCE REQUIREMENTS

Maintenance Operation Comments	Frequency	Lubricant (If Applicable)
List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. (Reference to manufacturer's catalog or sales literature is not acceptable.	List required frequency of each maintenance operation.	Refer by symbol to lubricant required.

8. LUBRICANT LIST

Reference Symbol	Shell	Exxon Mobil	Chevron Texaco	BP Amoco	Or Equal
List Symbols used in No. 7 above	List equivalent lubricants as distributed by each manufacture for the specific use recommended.				

9. RECOMMENDED SPARE PARTS FOR OWNER'S INVENTORY

Part No.	Description	Unit	Quantity	Unit Cost
Note: Identify parts provided by this Contract with two asterisks.				

SECTION 01750

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Preservation of Property.
2. Siltation and Bank Erosion.
3. Utility Construction and Adjustment.
4. CONTRACTOR’s Responsibility.
5. Use of Chemicals.
6. Progress of Work.
7. OSHA.
8. Utilities and Structures Shown on the Plans.
9. Drainage.
10. Restoration of Surface Improvements.
11. Hours of Operation.
12. Cutting and Patching

1.02 PRESERVATION OF PROPERTY

A. Preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans.

B. Wherever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the OWNER. CONTRACTOR is made aware that the project area is a residential area. All areas disturbed by construction activities shall be immediately restored to existing conditions or better.

C. In case of failure on the part of the CONTRACTOR to restore such property, or make good such damage or injury, the OWNER may, after 48 hours notice to the

CONTRACTOR, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the CONTRACTOR under this contract.

1.03 SILTATION AND BANK EROSION

A. Take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems or during other construction activities.

B. If well pointing, the CONTRACTOR shall notify the South Florida Water Management District and/or the Northern Palm Beach County Water Control District as applicable and procure and necessary permits.

1.04 UTILITY CONSTRUCTION AND ADJUSTMENT

A. Bid items for liner systems, pump stations, drainage structures, and appurtenances are for new work only.

B. Prices bid for these items shall include all work incidental thereto, such as pavement repair, existing pond lining repair, sodding, landscape and irrigation repair, and all other required restoration work unless otherwise called for.

C. Where it is necessary to relocate, lower or otherwise adjust existing mains and appurtenances as may be required to accomplish the new pipeline construction, the cost of work shall be included in the unit prices or lump sum bid for such new pipeline.

1.05 CONTRACTOR'S RESPONSIBILITY

A. The CONTRACTOR shall be held strictly responsible for all parts of the work.

B. If failures in the Work develop within one year from the date of final acceptance, the CONTRACTOR shall be required to replace all faulty material at his full expense. A one (1) year warranty walkthrough shall be attended by the CONTRACTOR with the ENGINEER and the OWNER.

C. The CONTRACTOR is advised to purchase material under a guarantee from the manufacturer, guaranteeing proper service under conditions that are established by the drawings, specifications and local conditions.

D. The CONTRACTOR shall also be responsible for the following:

1. Charges by others for assistance to the CONTRACTOR for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the CONTRACTOR's operation.

2. All costs of restoration of the work site to condition equal or better than prior to construction, including landscaping and irrigation systems.

3. All costs of restoration of pavements and structures damaged by the CONTRACTOR's operation. Likewise the CONTRACTOR shall pay all costs of restoring all work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the work area incidental to the work solely to the satisfaction of the OWNER.

4. All public liability, property damage and contractual liability insurance required by others to permit the CONTRACTOR's operation.

1.06 USE OF CHEMICALS

A. Any chemical used by the CONTRACTOR during the course of construction shall meet the regulatory requirements of either the Environmental Protection Agency or the United States Department of Agriculture, and shall be approved by the ENGINEER prior to use.

B. All work shall comply with the Palm Beach County Wellfield ordinance. All chemicals and fuel shall be properly contained and any spills shall be immediately reported and cleaned at no additional cost to the OWNER.

1.07 PROGRESS OF WORK

A. If at any time, the materials and appliances to be used appear to the ENGINEER as insufficient or improper for securing the quality of work or rate of progress required for the project, he may order the CONTRACTOR to increase his efficiency or improve the character of work.

B. The failure of the ENGINEER to demand any increase of such efficiency or improvement shall not release the CONTRACTOR from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

1.08 OSHA

A. Bidders must comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

1.09 UTILITIES AND STRUCTURES SHOWN ON THE PLANS

A. Existing utilities and facilities are shown on the contract drawings only for the convenience of all parties concerned and were established without guarantee as to their accuracy or completeness of location.

B. Because of conflicting and sometimes erroneous information, certain facilities may not be located precisely as shown, or may be omitted entirely.

C. Prior to performing any work, the CONTRACTOR shall determine, by site inspection or otherwise, all pertinent data concerning the existing utilities, structures, and facilities, including the request of each utility agency to advise him of the location of their facilities in the work vicinity.

D. The CONTRACTOR shall be completely responsible for the relocation, as required, of existing utilities and structures with such work accomplished at no additional cost to the OWNER.

E. The OWNER and ENGINEER will assume no liability for damages sustained or costs incurred because of the CONTRACTOR's operations in the vicinity of the existing utilities or structures.

F. The CONTRACTOR shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation shall be made for such loss of time.

G. The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to insure that the proposed work can actually be positioned as planned, the CONTRACTOR shall make any excavation necessary for location of structures and utilities prior to construction of that particular portion of the job.

H. All overhead, surface or underground structures encountered in trenching, whether shown on the Plans or not shown on the Plans, are to be carefully protected from injury or displacement, and all damage to such structures is to be completely repaired within a reasonable time; otherwise, the ENGINEER may give 24 hours notice to the CONTRACTOR, then repair the damage at the CONTRACTOR's expense.

I. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the ENGINEER; all damaged pipes must be replaced or prevented from leaking. Also, all such repairs are to be inspected by the ENGINEER prior to backfilling. The CONTRACTOR must carefully protect from disturbance or injury, all monuments, stakes and bench marks, and shall not excavate nearer than five (5) feet to any of them until they have been removed, witnessed or otherwise disposed of by the ENGINEER.

1.10 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas.

B. Any water that accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare.

C. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary.

D. Pumps and engines for well point systems shall be operated with mufflers, at a minimum noise level suitable to a residential area.

E. The CONTRACTOR will not be allowed to discharge water into any storm drainage system without the written approval of the OWNER of that system.

F. Approval will be subject to the conditions that the storm sewer be returned to its original conditions.

G. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same.

H. The CONTRACTOR shall be financially responsible for any nuisance or damage created due to carrying off water from his drainage system.

1.11 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, asphalt, concrete, stabilized soil or gravel, grade plots, sod, shrubbery, ornamental trees, signs, mailboxes, fences, irrigation systems, or other surface improvements on public or private property which have been damaged or removed in excavating or other construction operations, shall be restored to conditions equal to or better than conditions existing prior to beginning work.

B. Restoration shall consist of sodding.

C. CONTRACTOR is urged to investigate existing irrigation systems in order to minimize repair work necessary. No extra costs will be paid as a result of damage to existing irrigation systems.

D. The cost of doing this work shall be included in the cost of the various applicable items or the lump sum bid amount unless a separate payment item has been established for specific restoration Work.

E. Pre-Construction Audio Video DVDs - as specified will be used as an aid in determining conditions prior to construction.

1.12 HOURS OF OPERATION

A. The CONTRACTOR is hereby informed and understands that certain noise between the hours of 6:00 PM and 8:00 AM is restricted. Therefore, the work is restricted during these hours, unless emergency conditions exist that are endangering life or property, as may be determined by the ENGINEER.

B. If the CONTRACTOR is authorized to operate equipment 24 hours per day, the engines shall be provided with residential type silencers approved by the ENGINEER.

C. The CONTRACTOR will not be authorized to work Saturdays, Sundays or holidays unless the CONTRACTOR agrees to reimburse the OWNER for all expenses incurred and provided that such work is prior to the commencement of work.

1.13 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements which affects:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Work of OWNER or separate CONTRACTOR.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:

1. Fit the several parts of the Work together, to integrate with other Work.
2. Uncover Work for installation of subsequent Work or to correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations by mechanical and electrical Work.

D. Execute Work by methods, which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

E. Cut rigid materials using masonry saw or core drill, as required.

F. Restore Work with new Products in accordance with requirements of Contract Documents.

G. Construct a tight fit between the Work and pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

I. Identify any hazardous substance or condition exposed during the Work to the ENGINEER.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

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SECTION 01780

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Submit prior to application for final payment.

a. Written certification that Contract Documents have been reviewed, Work has been inspected, and that the Work is complete in accordance with the Contract Documents and ready for ENGINEER's inspection.

b. Record Documents: As required in General Conditions.

c. Approved Shop Drawings and Samples: As required in General Conditions.

d. Special Bonds, Special Guarantees, and Service Agreements.

e. Consent of Surety to Final Payment: As required in General Conditions.

f. Releases of Waivers of Liens and Claims: As required in General Conditions.

g. Releases from Agreements.

h. Final Application for Payment: Submit in accordance with procedures and requirements stated in **Section 01200 – Measurement and Payment.**

i. Extra Materials: As required by individual specification Sections.

j. Conduct and submit results of all sampling tests in accordance with **Section 04200 – Well Facility Disinfection and Water Quality Sampling** of the specifications.

1.02 RECORD DOCUMENTS

A. Quality Assurance.

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.

2. Accuracy of Records:

a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.

b. Purpose of Project record documents is to document factual information regarding aspects of the Work. Both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.

3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.

4. Prior to submitting each request for progress payment, request ENGINEER's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by ENGINEER to recommend whole or any part of CONTRACTOR's Application for Payment, either partial or final.

1.03 RELEASES FROM AGREEMENTS

A. Furnish OWNER written releases from property owners or public agencies where side agreements or special easements have been made, or where CONTRACTOR's operations have not been kept within the OWNER's construction right-of-way.

B. In the event CONTRACTOR is unable to secure written releases:

1. Inform OWNER of the reasons.

2. OWNER or its representatives will examine the site, and OWNER will direct CONTRACTOR to complete the WORK that may be necessary to satisfy terms of the side agreement or special easement.

3. Should CONTRACTOR refuse to perform this Work, OWNER reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require CONTRACTOR to furnish a satisfactory Bond in a sum to cover legal claims for damages.

4. When OWNER is satisfied that the Work has been complete in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if: (i) CONTRACTOR's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that CONTRACTOR has failed to fulfill terms of side agreement or special easement, or (ii) CONTRACTOR is unable to contact or has had undue hardship in contacting grantor.

1.04 WARRANTIES

A. Provide duplicate notarized copies.

B. Execute and assemble documents from Subcontractors, suppliers and manufacturers.

C. Provide table of contents and assemble in binder with durable plastic cover.

D. Submit prior to the final Application for Payment.

E. For items of work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

F. Provide operation and maintenance documentation.

G. CONTRACTOR shall attend a One-Year Warranty walkthrough and resolve any issues at his own expense.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:

1. Promptly following commencement of Contract Times, secure from ENGINEER at no cost to CONTRACTOR, one complete set of Contract Documents. Drawings will be full size.

2. Delete ENGINEER title block and seal all documents.

3. Label or stamp record document with title, "RECORD DOCUMENTS," in neat large printed letters.

4. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.

5. Submit final Record Drawings in accordance with **Section 01720 – Record Documents**. Two (2) sets signed and sealed by the Surveyor. One (1) set of signed and sealed Mylar's. One (1) copy on CD in AutoCAD 2000 format or better, and one (1) copy on CD in *.pdf format. In addition, the CONTRACTOR is to provide the required number of sets of signed and sealed Record Drawings in order to assist the ENGINEER in closing out the necessary Permits.

B. Preservation:

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

2. Make documents and samples available at all times for observation by ENGINEER.

C. Making Entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.

   a. Color Coding:
      i. Green when showing information deleted from Drawings.
      ii. Red when showing information added to Drawings.
      iii. Blue and circled in blue to show notes.

2. Date entries.

3. Call attention to entry by "cloud" drawn around area or areas affected.

4. Legibly mark to record actual changes made during construction, including but not limited to:

   a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.

   b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures,

equipment, or Work. Reference to at least two (2) measurements to permanent surface improvements.

c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.

d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.

e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and ENGINEER's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.

5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.

a. Clearly identify the item by accurate note such as "cast-iron drain," "galvanized water," and the like.

b. How by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).

c. Make identifications so descriptive that it may be related reliably to Specifications.

3.02 FINAL CLEANING

A. At completion of the Work or of a part thereof and immediately prior to CONTRACTOR's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to CONTRACTOR's notice of completion, clean entire site or parts thereof, as applicable.

1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to OWNER.

2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.

3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.

4. Clean all windows.

5. Clean and wax wood, vinyl, or painted floors.

6. Broom clean exterior paved driveways and parking areas.

7. Hose clean sidewalks, loading areas, and other areas contiguous with principal structures.

8. Rake clean all other surfaces.

9. Replace air-handling filters and clean ducts, blowers, and coils of ventilation units operated during construction.

10. Leave water courses, gutters, and ditches open and clean.

B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

C. Adjust operating products and equipment to ensure smooth and unhindered operation.

END OF SECTION

SECTION 01810

EQUIPMENT TESTING AND FACILITY STARTUP

PART 1- GENERAL

1.01 DEFINITIONS

A. Facility: Entire project, or an agreed-upon portion of the project, including all of its unit processes.

B. Functional Test: Test or tests in presence of the ENGINEER and the OWNER to demonstrate that installed equipment meets manufacturer's installation, calibration, and adjustment requirements and other requirements as specified.

C. Performance Test: Test or tests performed after any required functional tests and in the presence of the ENGINEER and the OWNER to demonstrate and confirm individual equipment meets performance requirements specified in the individual specification sections.

D. Unit Process: as used in this Section, a unit process is a portion of the facility that performs a specific process function, such as pumping or treatment.

E. Facility Performance Demonstration:

1. A demonstration, conducted by the CONTRACTOR, with assistance of the OWNER, to demonstrate and document the performance of the entire operating facility, both manually automatically, if required, based on criteria developed in conjunction with the OWNER and as accepted by the ENGINEER.

2. Such a demonstration is for the purposes of (i) verifying to the OWNER the entire facility performs as a whole, and (ii) documenting performance characteristics of complete facility for OWNER's records. Neither the demonstration nor the evaluation is intended in any way to make performance of a unit process or entire facility the responsibility of the CONTRACTOR, unless such performance is otherwise specified.

1.02 SUBMITTALS

A. Information Submittals:

1. Facility startup and performance demonstration plan.

2. Functional and performance test results.

3. Start-up check-list and report for approval prior to start-up services are conducted.

4. Completed start-up check-list and report.

1.03 FACILITY STARTUP AND PERFORMANCE DEMONSTRATION PLAN

A. Develop a written plan, in conjunction with the OWNER's operating personnel, to include the following:

1. Step-by-step instructions for startup of each unit process and the complete facility.

2. Start-up form to minimally include the following:

a. Description of the unit process, including equipment numbers/nomenclature of each item of equipment and all included devices.

b. Detailed procedure for startup of the unit process, including valves to be opened/closed, order of equipment startup, etc.

c. Startup requirements for each unit process, including water, power, controls, chemicals, etc.

d. Space for evaluation comments.

e. Sequence of unit process startup to achieve facility startup.

f. CONTRACTOR certification that the facility is capable of performing its intended function(s), including fully automatic operations

g. Signature spaces for the CONTRACTOR and the ENGINEER.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL

A. Facility Startup Meetings: Schedule, in accordance with the requirements of **Section 01039 - Coordination and Meetings**, to discuss test schedules, test methods, materials, chemicals and liquids required, facilities operations interface, and OWNER involvement.

B. CONTRACTOR's Testing and Startup Representative:

1. Designate and furnish one or more personnel to coordinate and expedite testing and facility startup.

2. Representative(s) shall be present during startup meetings and shall be available at all times during testing and startup.

C. Provide temporary valves, gauges, piping, test equipment, water, power, chemicals, laboratory analysis, and other materials and equipment required for testing and startup.

D. Provide adequate subcontract and equipment manufacturer's staff to prevent delays. Schedule ongoing work so as not to interfere with or delay testing and startup.

E. OWNER will:

1. Operate process units and facility with support of CONTRACTOR.

3.02 EQUIPMENT TESTING

A. Preparation:

1. Complete installation before testing.

2. Furnish qualified manufacturer's representatives, when required by individual specification sections.

3. Obtain and submit from equipment manufacturer's representative Manufacturer's Certification of Proper Installation Form.

4. Equipment Test Report Form: Provide written test report for each item of equipment to be tested, to include the minimum information:

a. OWNER/Project Name.

b. Equipment or item tested.

c. Date and time of test.

d. Type of test performed (functional or performance).

e. Test method.

f. Test conditions.

g. Test results.

h. Signature spaces for CONTRACTOR and ENGINEER as witness.

5. Cleaning and Checking: Prior to beginning functional testing:

a. Calibrate testing equipment in accordance with manufacturer's instructions.

b. Inspect and clean equipment, devices, connected piping, and structures to ensure they are free of foreign material.

c. Lubricate equipment in accordance with manufacturer's instructions.

d. Turn rotating equipment by hand when possible to confirm that equipment is not bound.

e. Open and close valves by hand and operate other devices to check for binding, interference, or improper functioning.

f. Check power supply to electric-powered equipment for correct voltage.

g. Adjust clearances and torque.

h. Test piping for leaks.

6. Ready-to-test determination will be by ENGINEER based at least on the following:

a. Acceptable Operation and Maintenance Data.

b. Notification by CONTRACTOR of equipment readiness for testing.

c. Receipt of Manufacturer's Certificate of Proper Installation.

d. Receipt and approval of start-up check-list and from.

e. Adequate completion of work adjacent to, or interfacing with, equipment to be tested, including items to be furnished by the OWNER, if any.

f. Availability and acceptability of manufacturer's representative, when specified, to assist in testing of respective equipment.

g. Satisfactory fulfillment of other specified manufacturer's responsibilities.

h. Equipment and electrical tagging complete.

i. Delivery of all spare parts and special tools.

B. Functional Testing:

1. Conduct as specified in individual specification Sections.

2. Notify OWNER and ENGINEER in writing at least 10 days prior to scheduled date of testing.

3. Prepare Equipment Test Report summarizing test method and results.

4. When, in ENGINEER's opinion, equipment meets functional requirements specified, such equipment will be accepted for purposes of advancing to performance testing phase, if so required by individual Specification sections. Such acceptance will be evidenced by ENGINEER/OWNER's signature as witness on Equipment Test Report.

C. Performance Testing:

1. Conduct as specified in individual specification Sections.

2. Notify ENGINEER and OWNER in writing at least 10 days prior to scheduled test date.

3. Performance testing shall not commence until equipment has been accepted by ENGINEER as having satisfied functional test requirements specified.

4. Type of fluid, gas, or solid for testing shall be as specified.

5. Unless otherwise indicated, furnish labor, materials, and supplies for conducting the test and taking samples and performance measurements.

6. Prepare Equipment Test Report summarizing test method and results.

7. When, in ENGINEER's opinion, equipment meets performance requirements specified, such equipment will be accepted as to conforming to Contract requirements. Such acceptance will be evidenced by ENGINEER's signature on Equipment Test Report.

3.03 STARTUP OF UNIT PROCESSES

A. Prior to unit process startup, equipment within unit processes shall be accepted by ENGINEER as having met functional and performance testing requirements specified.

B. Startup sequencing of unit processes shall be as chosen by the CONTRACTOR to meet schedule requirements.

C. Make adjustments, repairs, and corrections necessary to complete unit process startup.

D. Startup shall be considered complete when, in the opinion of the ENGINEER, the unit process has operated in the manner intended for five (5) continuous days without significant interruption. This period is in addition to functional or performance test periods specified elsewhere.

E. Significant Interruption: May include any of the following events:

1. Failure of CONTRACTOR to provide and maintain qualified onsite startup personnel as scheduled.

2. Failure to meet specified functional operation for more than two (2) consecutive hours.

3. Failure of nay critical equipment or unit process that is not satisfactorily corrected within five (5) hours after failure.

4. Failure of nay noncritical equipment or unit process that is not satisfactorily corrected within eight (8) hours after failure.

5. As determined by the ENGINEER.

F. A significant interruption will require startup then in progress to be stopped. After corrections are made, startup test period to start from the beginning again.

3.04 FACILITY PERFORMANCE DEMONSTRATION

A. When, in the opinion of the ENGINEER, startup of all unit processes has been achieved, sequence each unit process to the point that the facility is operational.

B. Demonstrate proper operation of required interfaces within and between individual unit processes.

C. After facility is operational, complete performance testing of equipment and system not previously tested.

END OF SECTION

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DIVISION 2

SITEWORK

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SECTION 02000

UTILITY CONSTRUCTION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This Section governs the construction of the Village of Palm Springs raw water mains, water mains, water services, gravity sewers, sewer services, force mains, lift stations and all appurtenant devices associated therewith.

1.02 SEACOAST MINIMUM CONSTRUCTION STANDARDS

A. In addition to the requirements specified herin, construction of the facilities identified herein will be in accordance with the applicable portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, all referenced specifications, and the ENGINEER's Project Manual.

C. In the event of a conflict between any governing specifications, the more stringent requirement shall govern construction of this project.

1.03 RESTORATION

A. Full and complete restoration of all existing facilities will be accomplished to the sole satisfaction of the OWNER without additional compensation to the CONTRACTOR. The cost of all restoration will be included in the lump sum or unit bid price and no separate payment item for restoration will be established in the schedule of values developed subsequent to bidding.

PART 2 - MATERIALS

2.01 GENERAL

A. All construction materials shall comply with the requirements of the Contract Documents. All parts of the Contract Documents that are applicable shall govern unless a more stringent standard is required by other permitting agencies.

2.02 PIPELINE AND FITTINGS

A. Pressure Main – Ductile iron pipe shall be Pressure Class 51 for sizes up to and including 12 inch and Pressure Class 350 for pipe sizes larger than 12 inch and shall

conform to ANSI A21.51 and AWWA C-151. Pipe interior and fittings shall have a cement mortar lining for water mains or raw water mains.

B. Pressure Main Fittings – All pressure pipe fittings of size four (4) inch inside diameter and larger shall be ductile iron fittings with mechanical joints (MJ), unless the plans specifically call for flanged joints, restrained joints, etc. MJ fittings shall be used for buried installations. Flanged joints shall be used for above ground service. MJ fittings shall conform to requirements or ANSI A21.20 and AWWA C-153 and lined inside and coated outside as specified for the pipe.

C. Gravity Main – PVC pipe shall meet the requirements of AWWA C-900 for sizes up to and including 12 inch and AWWA C-905 for pipe sizes larger than 12 inches.

PART 3 - EXECUTION

3.01 CONSTRUCTION

A. All phases of construction, including but not limited to, trenching, pipe laying, backfilling, pipeline flushing, and surface restoration shall comply with the requirements of Part 1.02 as noted in this Section.

B. Pipeline backfill not beneath paved surfaces shall be compacted to a minimum density of 98 percent of AASHTO T-180 or as required by governmental agencies having jurisdiction over the Work.

3.02 TESTING

A. All testing, including but not limited to, trench earthwork density testing, and pipeline pressure testing shall comply with the requirements of this specification, "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", Latest Edition, and the Palm Beach County Health Department.

B. Backfill density test locations will be examined in accordance with the requirements listed on the trenching details shown on the engineering drawings.

C. The OWNER must approve the CONTRACTOR's testing laboratory at least 60 days prior to the start of any testing.

D. CONTRACTOR will pay for all testing and any retesting made necessary by failure to perform in accordance with the project specifications.

E. Retesting locations around all failing tests will be located at the original test location.

F. Retest only after re-compaction of a failing test area.

G. Hydrostatic Testing

1. All pressure mains must be subject to a pressure and leakage test of at least two (2) hours in duration.

2. Test mains after the pipe and fittings are properly restrained, but before backfilled and compacted.

3. The amount of water required for hydrostatic testing will be available to the CONTRACTOR from Village of Palm Springs water sources. The CONTRACTOR shall provide means of transporting the water to the testing site.

4. Thorough pigging and flushing of the pipeline is required prior to testing. Coordinate the details of pipeline pigging and flushing with the Village of Palm Springs.

5. The length of pipe to be tested at one time shall be valve to valve on ductile iron pipe. Each directional drill shall be independently tested. The length of pipe to be tested at one time must not exceed 1,500 feet.

6. Before applying the specified test pressure, expel air completely from the pipe, valves, and appurtenances.

7. Subject pipelines to a gauge pressure of 150 psi. The pressure must not vary by more than five (5) psi for the duration of the test.

8. Inspect the line being tested. Stop all visible leaks including damp spots by using an approved method regardless of the leakage test results.

9. Allowable Leakage – Leakage during both the pressure and leakage testing shall not exceed the following formula for gasketed pipe:

$L = (SDP^{1/2} / 148{,}000) \times 0.5$

L = Allowable Leakage (gallons per hour)

S = Length of Pipe to be Tested (feet)

D = Nominal Diameter of Pipe (inches)

P = Average Test Pressure (PSIG)

No allowable leakage for polyethylene pipe

10. If leakage or pressure loss is at a rate in excess of that allowed, the CONTRACTOR must tighten the joints or replace the defective Work until the leakage and/or pressure loss is reduced to within the allowable amount.

11. All visible leakage must be repaired.

12. Record drawings for sections of line being tested must be reviewed and accepted prior to CONTRACTOR requesting test.

3.03 WARRANTY/PROJECT DOCUMENTATION

A. All warranties and project documentation, including but not limited to record drawings and payment applications, shall comply with the requirements of these specifications.

3.04 COORDINATION

A. All coordination of construction shall primarily occur between the CONTRACTOR and the ENGINEER. The Engineer of Record for design of this construction project is Holtz Consulting Engineers, Inc. The ENGINEER will aid the OWNER in evaluation of technical questions, coordination of the work, resolution of technical and payment disputes, and regulatory certification of the project. The ENGINEER's direct representative on this project will be:

Harrison Barron, P.E. (561) 889-5848

B. The OWNER's direct representative who will perform coordination activities is:

Walter Sanchez, Project Manager, (561) 584-8200 Ext.8713

C. The Utilities to coordinate with are, at a minimum:

1. Florida Power and Light.

2. AT&T.

3. Comcast Cable.

4. TECO People’s Gas.

5. Other applicable utilities.

3.05 PERMITS

A. The OWNER and ENGINEER will obtain construction permits from the Palm Beach County Health Department and the South Florida Water Management District, where applicable. If applicable, license agreements and easements for construction on public and private property will also be obtained by the OWNER and ENGINEER.

B. The CONTRACTOR will obtain and pay for any dewatering, building or other permits necessary to perform the Work, except as identified above, including, but not limited to a Village of Palm Springs Building Permit.

END OF SECTION

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SECTION 02140

DEWATERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Dewatering methods for utility and structural installation.

1.02 RELATED SECTIONS

A. All of **Division 1 – General Requirements**.

B. **Division 2 - Pipe and Structures** (as applicable).

1.03 PAYMENT

A. Unless noted otherwise on the Bid Form, no separate payment will be made for Work covered under this Section. All costs in connection therewith or incidental thereto are to be included in the respective Contract price for the item or structure to which the Work pertains.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 PUMPING AND DRAINAGE

A. The CONTRACTOR shall be responsible for determining all dewatering requirements and governmental regulations prior to commencement of work including, but not limited to, methods of drainage, removal of water, disposal of water and permitting.

B. The CONTRACTOR shall bear all costs associated with dewatering including costs of damage to property caused by dewatering.

C. The CONTRACTOR shall provide and maintain all necessary facilities and equipment to remove all water entering excavations and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that

they will not float or otherwise be damaged by allowing water levels to return to natural levels.

D. Dewatering shall be conducted by a well point type system and in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation and to preserve the integrity of adjacent structures. Well point system installation shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground. Sump installation, over excavation of trenches, and rocking shall not be allowed as a method of dewatering.

E. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.

F. The CONTRACTOR shall take all additional precautions to prevent uplift of any structure during construction.

G. The conveying of water in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the authority having jurisdiction. Any requirements and costs for such use shall be the responsibility of the CONTRACTOR. However, the CONTRACTOR shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the OWNER or the authority having jurisdiction, at no cost to the OWNER.

H. Flotation shall be prevented by the CONTRACTOR by maintaining a positive and continuous operation of the dewatering system. The CONTRACTOR shall be fully responsible and liable for all damages, which may result from failure of this system.

I. Removal of dewatering equipment shall be accomplished after the system is no longer required; the material and equipment constituting the system shall be removed by the CONTRACTOR. Well point holes shall be filled with a suitable material.

J. The CONTRACTOR shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc., in order to prevent adverse effects on groundwater quality.

K. CONTRACTOR shall provide for and be responsible for the prevention, control and abatement of erosion and water pollution until completion of the Project. CONTRACTOR shall provide all temporary erosion control features necessary to prevent, control and abate erosion and water pollution. During the construction of the project, the CONTRACTOR shall comply with the Water Quality Standards of the State of Florida and applicable provisions of any NPDES permits in effect.

3.02 DEWATERING PERMITS

A. The CONTRACTOR shall be responsible for obtaining all necessary dewatering permits and for paying all associated application and permit fees.

END OF SECTION

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SECTION 02210

GRADING

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines Contractor's responsibilities unless otherwise indicated, for the following:

1. Finish grading of subsoil.

2. Placing, leveling and compacting topsoil.

1.02 RELATED SECTIONS

A. All of **Division 1 – General Requirements**.

B. **Section 02936 – Sodding**.

1.03 PROTECTION

A. Protect landscaping and other features remaining as final work.

B. Protect existing structures, utility poles, fences, roads, paving, curbs, sidewalks, etc.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Reused top soil or subsoil organically enhanced with appropriate compost material shall be used to perform all final grading operations in preparation for establishment of a live and healthy grass cover.

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify site conditions and note irregularities affecting work of this Section.

3.02 SUBSOIL PREPARATION AND COMPACTION

A. Eliminate uneven areas and low spots.

B. Remove debris, roots, branches, stones, in excess of ½-inches in size and dispose of at an approved site.

C. Place and compact needed fill in lifts having a maximum unconsolidated thickness of 12 inches.

D. Compact fill to 98 percent of maximum density as determined by AASHTO Method T-180 using mechanical tamping equipment. Use a minimum amount of water to adjust fill moisture content if necessary.

E. Restore the surface to the original grade wherever settlement occurs.

3.03 PLACING TOPSOIL

A. Place topsoil in areas where seeding, sodding, planting is scheduled.

B. Use topsoil in relatively dry state. Place during dry weather.

C. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.

D. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.

E. Manually spread topsoil around trees and plants to prevent damage.

F. Lightly compact roll placed topsoil.

G. Remove surplus subsoil and topsoil from site.

H. Leave stockpile area and site clean and ready to receive landscaping.

I. Top soil to match existing depth, or two (2) inches, whichever is greater.

3.04 TOLERANCES

A. Top of topsoil: Plus or minus ½-inch.

3.05 SCHEDULE OF LOCATION

A. The following identifies compacted topsoil thicknesses for various locations.

1. Sod: 2 inches.

END OF SECTION

SECTION 02225

TRENCHING, BEDDING AND BACKFILL FOR PIPE

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities unless otherwise indicated, for the following:

1. Trench excavation.

2. Pipe bedding.

3. Trench Backfill.

4. Backfill testing.

5. Measurement and Payment.

6. Reference standards.

1.02 RELATED WORK

A. All of **Division 1 – General Requirements**.

B. **Section 02660 - Pipe and Fittings-General**.

C. Appendices, as necessary.

1.03 MEASUREMENT AND PAYMENT

A. No separate bid item for measurement and payment.

B. Include trenching, bedding, backfilling, all necessary restoration, pressure, bacteriological and density testing costs under pipe installation unit costs.

1.04 REFERENCE STANDARDS

A. Conform to the requirements of the Standards published by the following organizations. The version of each Standard in effect as of the date of the bid opening shall govern unless otherwise noted.

1. American Water Works Association (AWWA).

2. American Association of State Highway and Transportation Officials (AASHTO).

3. American Institute of Steel Construction (AISC).

4. American National Standards Institute, Inc. (ANSI).

5. American Concrete Institute (ACI).

6. American Welding Society (AWS).

B. Where no standards are specified, utilize good quality material and perform workmanship in accordance with the best trade practices.

PART 2 - PRODUCTS

2.01 TRENCH BACKFILL

A. Use excavated or borrowed soil materials that are free of rock or gravel larger than two (2) inches in diameter and free of twigs, roots, or other vegetation/foreign matter.

B. Use backfill soil that is also non-organic in nature (i.e. peat, muck are unsatisfactory) and is no more than 20 percent by weight finer than No. 200 mesh sieve.

2.02 ROCK BEDDING

A. Use ⅜-inch to ¾-inch washed and graded gravel having 99 percent passing a ¾-inch sieve and 80 percent retained on a No. 8 sieve.

PART 3 - EXECUTION

3.01 CLEARING

A. Clear pipe corridor of shrubs, trees and other foreign material prior to beginning excavation.

B. Dispose of clearing debris at a properly permitted landfill.

C. If a nutrient-rich topsoil layer exists, strip the topsoil and store in piles for reuse.

3.02 TRENCHING

A. Locate all existing utilities before trenching.

B. Install suitable barriers between the work area and vehicle/pedestrian travel lanes before trenching. Barriers must control vehicular/pedestrian work area access.

C. Excavate trenches as specified on the engineering drawings.

D. Completely remove all muck, peat or other incompressible/organic soils (unsuitable soils) that occur along the pipeline route.

1. Minimum unsuitable soil removal limits are:

a. Vertical - from existing ground to surface of acceptable soil layer.

b. Horizontal - from both sides of the pipe centerline to a distance equal to the vertical removal depth plus the pipe diameter plus one foot.

c. The CONTRACTOR shall determine if the minimum removal limits noted herein are sufficient to properly construct the Work.

2. Backfill areas where unsuitable soil has been removed with acceptable soil or rock bedding to the design pipe invert elevation.

a. Compact suitable soil backfill to 98 percent of maximum density as determined by AASHTO method T-180.

b. Place and compact unsuitable soil backfill in lifts having a maximum unconsolidated thickness of 12 inches.

c. Obtain a backfill testing schedule from the ENGINEER prior to beginning backfill. This schedule will only apply to backfill placed below the pipe invert due to removal of unsuitable soil.

E. Excavate rock to four (4) inches below the design pipe invert.

1. No additional payment will be made for rock excavation unless the total quantity of rock excavation exceeds 50 cubic yards and the rock is present in a large continuous unfractured mass.

2. Concrete, asphalt and other demolition of man-made materials is not classified as rock excavation.

3. Backfill after rock removal.

3.03 BEDDING

A. Bed pipe as specified on the engineering drawings. Excavate for pipe bells as noted. Pipe shall be uniformly supported by the trench bottom prior to backfill.

B. All pipe bedding shall be performed in a dry trench unless the bedding is part of a subaqueous installation.

C. Trenching shall not exceed pipe installation by more than 200 linear feet.

3.04 BACKFILL

A. General

1. Backfill trench immediately after the pipe is laid unless other protection for the pipeline is provided.

2. Backfill material shall be solidly tamped around the pipes in layers not to exceed six (6) inches to a level at least one (1) foot above the top of the pipe.

3. Test backfill compaction at each full 12 inches of compacted backfill over the pipe.

4. Test backfill at each station. Two (2) tests are required at each station. The ENGINEER reserves the right to change the testing interval but not the total number of tests. Retesting because of failed tests is not limited.

B. Unpaved Areas

1. Place and compact backfill in lifts having a maximum unconsolidated thickness of 12 inches.

2. Compact backfill to 98 percent of maximum density as determined by AASHTO Method T-180 using mechanical tamping equipment. Use a minimum amount of water to adjust backfill moisture content if necessary.

3. Restore the surface to the original grade wherever settlement occurs.

C. Paved Area (Including Driveways)

1. Place and compact backfill in lifts having a maximum unconsolidated thickness of eight (8) inches.

2. Compact backfill to 98 percent of maximum density as determined by AASHTO Method T-180 using hand or mechanical tampers.

3. The top 12 inches of backfill (subgrade) shall be stabilized to a Florida Bearing Value of 75 PSI and then compacted per 3.04.C.2.

4. When backfilling is completed, tested and approved, the roadway base for pavement replacement may be placed immediately.

5. Restore the surface to the original grade wherever settlement occurs.

3.05 TESTING

A. Testing shall be performed by a certified testing laboratory (at the CONTRACTOR's expense) approved by the OWNER.

B. Pay for all backfill testing and any required backfill retesting.

C. Retesting locations around all failing tests will be located 50 feet on both sides of each failing test and at the original failing test location.

D. Retest only after re-compaction of a failing test area.

END OF SECTION

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SECTION 02270

EROSION, SEDIMENTATION AND DUST CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of control measures as required during the life of the Contract to control erosion, sedimentation and dust.

B. The CONTRACTOR shall establish, construct and maintain erosion and sediment control measures. The erosion control programs shall be maintained during the entire period of construction, including any extensions in Contract time.

C. Temporary erosion and pollution control shall include construction work off-site where such work is necessary as a result of borrow pit operations, haul roads or equipment storage sites, etc.

D. Preparation of the Stormwater Pollution Prevention Plan (SWPPP), including modifications and updates.

E. Obtain and comply with all provisions of the State of Florida, Department of Environmental Protection, Permit for Stormwater Discharge from Large and Small Construction Activities (NPDES Construction Site Permit Program)

1.02 REFERENCES

A. Rule 62-40.432, F.A.C.

B. The Florida Development Manual: A Guide to Sound Land and Water Management (DEP, 1988) and any subsequent amendments.

C. 40 CFR Part 122.

D. Chapter 403.0885, F.S.

E. FDOT Standard Specifications for Road and Bridge Construction, Section 104, Latest Edition.

F. State of Florida Department of Environmental Protection Generic permit for Stormwater Discharge from Large and Small Construction Activities – Notice of Termination of Generic Permit Coverage immediately following this Section.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

A. All work shall be in accordance with the requirements of the State of Florida Department of Environmental Protection under Chapter 62-621, F.A.C. or Chapter 62-620, F.A.C.

B. The CONTRACTOR shall provide for and be responsible for the prevention, control and abatement of erosion and water pollution until completion and acceptance of the Project. The CONTRACTOR shall provide all temporary erosion control features necessary to prevent, control and abate erosion and water pollution, and shall prepare and submit as the operator and permittee, along with the applicable application fee, the "Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities" (NOI) prior to commencing construction and the "Notice of Termination" (NOT) upon final completion of construction. The CONTRACTOR, as required by the NPDES permit program, shall prepare a stormwater pollution prevention plan (SWPPP). This SWPPP shall be modified and updated by the CONTRACTOR as necessary, to meet the requirements of the NPDES permit issued, at no additional cost to the OWNER. The CONTRACTOR shall also comply with the inspections, maintenance, reporting and all other provisions of the NPDES permitting program, and the cost for the compliance with this program is to be included in the CONTRACTOR bid price for the work.

C. During the construction of the Project, the CONTRACTOR shall comply with the Water Quality Standards of the EPA and the State of Florida.

D. The CONTRACTOR shall meet and be responsible for the requirements of all applicable governing agencies regarding prevention, control and abatement of erosion and water pollution.

3.02 DAMAGE TO WATER DETENTION AND DRAINAGE AREAS

A. The CONTRACTOR shall be responsible for the prevention of damage to detention ponds, holding areas, drainage canals or natural waterways, and wetlands (both on and off site).

B. The CONTRACTOR shall act as directed to correct said damage as quickly as possible and take necessary steps to prevent future damage. The CONTRACTOR

shall notify the ENGINEER of said damage.

C. The cost of correction of damage shall be at no cost to the OWNER or his agents.

3.03 DUST CONTROL

A. The CONTRACTOR shall exercise precautionary measures to minimize dust emissions as necessary, which may include, but shall not be limited to, periodic sprinkling or wetting of the site, and shall modify measures to be implemented, as necessary, to satisfy jurisdictional agency requirements including but not limited to Palm Beach County and the Palm Beach County Health Department (Air Pollution Division) at no additional expense to the OWNER.

END OF SECTION

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SECTION 02660

PIPE AND FITTINGS - GENERAL

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Submittals.

2. Record drawings.

3. Product delivery, storage and handling.

4. Product installation.

5. Field quality control.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02000 – Utility Construction**.

C. **Section 02225 - Trenching, Bedding and Backfill for Pipe**.

D. **Section 02666 – Ductile Iron Pipe.**

F. **Section 02668 - Fittings, Valves and Appurtenances.**

G. Appendices.

1.03 SUBMITTALS

A. Submit manufacturer's data for pipes, fittings and appurtenances.

B. Submit shop drawing of air release valve installation if installation deviates from the engineering drawings.

C. Submit certified affidavit of compliance with material specifications for all pipe, fittings, and appurtenances.

D. Submit hydrostatic proof, sustained pressure and burst strength reports for tests performed by the manufacturer prior to shipping.

1.04 RECORD DRAWINGS

A. Submit record drawings prepared by a professional land surveyor that accurately record actual installed horizontal and vertical location of pipe, fittings, valves and other appurtenances in accordance with Village of Palm Springs specifications.

B. Submit written summary of pipe stations where statutory separation between pipes has not been maintained.

C. Accurately record all deviations from engineering drawings on the record drawing submittal.

D. Refer to **Section 01720 – Record Documents** for additional requirements.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handle and store products in strict accordance with manufacturer's recommendations.

B. Handling must not damage or mar products.

C. Store products to minimize exposure to weather, vandalism and theft.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 INSTALLATION

A. Perform earthwork operations in accordance with **Section 02225 – Trenching, Bedding, and Backfill for Pipe,** where applicable.

B. All laying, testing for defects and pressure testing shall be performed in the presence of the ENGINEER's and/or OWNER's representative.

C. All defective material shall be promptly removed from the Work.

D. Conform to the manufacturer's installation recommendations.

E. In case of conflict between various requirements the more stringent requirement shall apply.

F. Lay pipe with the bell end pointing in the direction of laying.

G. Temporarily close all open pipe ends at the end of each day's work with water-tight plugs.

H. Pipe shall be uniformly supported by the trench bottom prior to backfill.

I. Install thrust blocking or restraint at all valves and fittings in accordance with manufacturer's recommendations, the engineering drawings, or Village of Palm Springs specifications, whichever is more stringent.

J. Blocking or wedging between bells and spigots will not be permitted.

K. Joint deflections shall not exceed 50 percent of the manufacturer's maximum allowable deflection.

L. Cut pipe with saws or power driven abrasive cutters which will produce a square cut. Wedge type roller cutters will not be permitted. After cutting, bevel cut ends with beveling tool or abrasive disc and repair any damage to the interior pipe lining with a NSF 61 approved coating. Cut ends of ductile iron pipe shall be coated with coal-tar epoxy.

M. Keep pipe free of earth and debris during installation.

N. Pig and flush each completed pipe sections with water obtained from an approved source. The flushing volume shall be sufficient to twice exchange the volume of water in the pipe section being flushed. The flushing flow rate shall be sufficient to create a minimum water velocity of two and one half (2½) feet per second in the pipe section being flushed.

O. Trench is to be kept clean and dry at all times.

P. All fittings and appurtenances shall use 316 Stainless Steel hardware.

3.02 FIELD TESTING

A. Perform earthwork density testing in accordance with **Section 02225 – Trenching, Bedding, and Backfill for Pipe.**

B. Hydrostatic Testing - See **Section 02000 - Utility Construction,** Section 3.02.

C. Bacteriological Testing – See **Section 04200** – **Well Facility Disinfection and Water Quality Sampling**. The well head and below grade piping shall be tested from the pump flange to the connection point to the existing raw water main.

END OF SECTION

SECTION 02666

DUCTILE IRON PIPE

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines contractor's responsibilities unless otherwise indicated, for the following:

1. Ductile Iron Pipe (DIP).

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02000 – Utility Construction**.

C. **Section 02225 - Trenching, Bedding, and Backfill for Pipe.**

D. **Section 02660 - Pipe and Fittings - General.**

E. **Section 02668 - Fittings, Valves and Appurtenances.**

F. Appendices.

1.03 REFERENCES

A. ANSI/AWWA C104/A21.4, Latest Revision - Cement mortar lining for ductile iron pipe and fittings for water.

B. ANSI/AWWA C111/A21.11, Latest Revision - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.

C. ANSI/AWWA C115/A21.15, Latest Revision - Flanged ductile iron and grey iron pipe with threaded flanges.

D. ANSI/AWWA C151/A21.51, Latest Revision - Ductile iron pipe, centrifugally cast in metal molds or sand lined molds for water and other liquids.

E. ANSI/AWWA C600, Latest Revision - Installation of ductile iron water mains and appurtenances.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PIPE

1. Ductile iron pipe shall be designed in accordance with the requirements of ANSI/AWWA A21.51/C151 as applicable, and the supplemental requirements of this section.

2. Ductile iron pipe shall be Pressure Class 51 for sizes up to and including 12 inch and Pressure Class 350 for pipe sizes larger than 12 inch and shall conform to ANSI A21.51 and AWWA C-151.

3. Ductile iron pipe shall be of the diameter shown on the plans.

4. Ductile iron pipe shall be furnished complete with rubber gaskets or restraint gaskets where applicable.

5. Ductile iron pipe shall be supplied in lengths not less than 18 feet, having rubber ring type push-on joints, standard mechanical joints, restrained joints, threaded flanges, or ball joints as shown on the contract documents.

B. COATING AND LININGS

1. Exterior of buried pipe shall have factory applied bituminous coating, coal tar varnish or asphalt base paint, minimum one (1) mil thick.

2. Interiors of raw water, finished water and reclaimed water mains shall be cement lined.

3. Exterior coatings damaged in the field shall be repaired with a bituminous or coal tar repair coating. Interior coatings shall be repaired with a NSF 61 approved coating.

C. JOINTS

1. Joints in straight "Runs" of buried pipe shall be push-on with mechanical joints at fittings unless indicated otherwise on the Contract Documents. Pipe restraints shall be in accordance with the Contract Documents.

D. FLANGED PIPE

1. Flanged pipe shall be Class 53 and have threaded flanges with bolts and gaskets appropriate to the service use and maximum working pressure of the pipe.

2. All flanges shall be ductile iron.

PART 3 - EXECUTION

NOT USED

END OF SECTION

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SECTION 02668

FITTINGS, VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities unless otherwise indicated, for the following:

1. Fittings.
2. Gate Valves.
3. Air Release Valves.
4. Check Valves.
5. Flow Switch.
6. Pressure Gauge/Pressure Switch.
7. Ball Valves.
8. Mercer Couplings.
9. Valve Boxes.
10. Restrained Mechanical Joints.
11. Butterfly Valves (Flow Control Valves).
12. Dismantling Joints.

B. All new materials shall adhere to the 2014 Environmental Protection Agency (EPA) standards for lead free brass.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02000 –** Utility Construction.

C. **Section 02225 -** Trenching, Bedding and Backfill for Pipe.

D. **Section 02660 -** Pipe and Fittings - General.

E. **Section 02666 -** Ductile Iron Pipe.

F. Appendices.

1.03 REFERENCES

A. ANSI/AWWA C104/A21.4, Latest Revision - Cement mortar lining for ductile iron pipe and fittings for water.

B. ANSI/AWWA C110/A21.10, Latest Revision - Ductile iron and grey iron fittings three (3) inch through 48 inch for water and other liquids.

C. ANSI/AWWA C111/A21.11, Latest Revision - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.

D. ANSI/AWWA C600, Latest Revision - Installation of ductile iron water mains and appurtenances.

E. ANSI/AWWA C153/A21.53, Latest Revision – Ductile Iron Compact Fittings for Water Service.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fittings (four [4] inches and larger)

1. Mechanical joint fittings to be Compact Ductile Iron (Class 350 AWWA C-153 only).

2. Flanged fittings are required at above ground applications and are to be appropriate to the service use and maximum working pressure of the fitting and be in accordance with AWWA C104, AWWA C110, flanged fittings, bolts, gaskets and installation.

3. Flanged fittings to be provided with fullface black neoprene gaskets and 316 Stainless Steel bolts.

4. Exterior of below grade fittings shall have factory applied bituminous coating, coal tar varnish or asphalt base paint, minimum one (1) mil thick.

5. Interior of fittings shall be lined as specified for the pipe to which they are attached.

6. The exterior of all above grade fittings and ductile iron piping shall be coated in the following manner:

   a. Sandblast and remove all paint and any loose material in accordance with SSPC SP-10 (steel surfaces) or NAPF 500-03 (ductile iron surfaces). Sandblasting shall be performed using non-silica media. The firm applying the coating must be a licensed painting CONTRACTOR certified to installed the approved coating system. The CONTRACTOR shall use the following paint system.

      TNEMEC

1)	Primer:	TNEMEC-Chembuild #135 (3.0 to 5.0 mils DFT), aluminum color
2)	Intermediate Coat:	TNEMEC-Chembuild #135 (3.0 to 5.0 mils DFT), off-white color
3)	Finish Coat:	TNEMEC-Endura-Shield II #1074U (with UV Blocker) (2.0 to 3.0 mils DFT) Color: Light Gray (32GR)

      Or approved equal.

   Inspections are required after sandblasting and prior to application of the primer, after primer and after intermediate coat applications.

7. All flanged pipe shall be caulked between each flange and threads with Sika 1A urethane caulk.

8. Portions of the well casing in contact with the concrete pad shall be coated with coal-tar epoxy.

9. All nuts, bolts, and hardware shall be 316 Stainless Steel. Anti-galling compound, anti-seize lubricant shall be applied to the threads of all Stainless Steel bolts prior to installation. Anti-seize lubricant shall be graphite 50 anti-seize by Loctite Corporation, 1000 anti-seize paste by Dow Corning, or 3M lube and anti-seize.

B. Gate Valves (three [3] inches and larger)

1. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with mechanical joints conforming to the AWWA standard specifications for gate valves for ordinary water works service, designation C509, in so far as applicable. Wedge material to be EPDM. EPDM to be clearly stamped on wedge.

2. Gate valves shall be as manufactured by approved OWNER venders.

3. Buried gate valves shall be non-rising stem type with two (2) inch square cast iron wrench nuts.

4. Face to face dimension shall conform to ANSI standard face-to-face and end-to-end dimensions of ferrous valves, (ANSI B16.10) for 125-pound cast-iron valves.

5. Hand wheels or chain wheels shall be turned counter clockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.

6. Stuffing box follower bolts and nuts shall be 316 SS.

7. Where required, gate valves shall be provided with a box cast in a slab and a box cover.

8. Valves shall be Mueller gates valves, Model 2360.

C. Air Valves

1. The air valves shall be installed as shown on the drawings.

2. Air release valves (ARVs) shall be provided with a vacuum check to prevent air from re-entering the line.

3. Air Valves fittings shall be threaded.

4. One-inch ARV’s shall be Val-Matic Model VM-15/38-S, with interior and exterior epoxy coating. ARV shall have a maximum operation pressure of 250 psi and shall include 316 SS internals and EPDM seat. ARV shall be equipped with vacuum check. ARV discharge piping shall be equipped with a PVC ball check valve. Discharging piping shall extend to 18 inches above the slab elevation and be equipped with a 316 Stainless Steel screen.

5. Two-inch Combination Air Valves shall be Val-matic Model VMC-202C, with interior and exterior epoxy coating, EPDM seat, and 316 Stainless Steel internals. Discharging piping shall extend to 18 inches above the slab elevation and be equipped with a 316 Stainless Steel screen. Valve shall have a maximum working pressure of 150 psi.

D. Check Valves

1. Check valve shall have cast iron body and be flanged style with 304 stainless steel seat, 304 stainless steel disc, 316 stainless steel spring and 316 stainless steel retaining screws. Check valves shall be globe style silent check valves as manufactured by Val-Matic, Pratt, or approved equal.

2. Check valves for the submersible well pumps shall be Techno Check valves manufactured by Cameron. Valves shall have a 316 Stainless Steel body, internal parts, and EPDM seals. Valves shall have a Certa-lok 316 Stainless Steel adapter grooved connection. The Contractor shall be responsible for supplying all 316 stainless steel fittings required to alleviate any conflict between the pump and the check valve.

E. Flow Switch

1. The check valve shall be installed with industrial flow switch. Flow Switch shall include 316 Stainless Steel Trip Stem and Paddles and shall include EPDM elastomeric seals. Process connections shall be of 316 Stainless Steel construction. Enclosures shall be NEMA 4 rated. Switches shall be rated for 250 PSI working pressure. Flow switches shall be U.L. listed. Flow switches shall be configured to shut off the pump when flow is restricted and send an alarm through SCADA.

   Flow Switch shall be Taco Model IFSWS/W2 manufactured for use with 8" diameter pipe, or approved equal.

F. Pressure Gauge/Pressure Switch

1. The pressure gauge shall have be constructed of 316 Stainless Steel with a solid front conforming to ASME B 40.1, Grade 1A. The gauge shall be glycerin filled with a 4½ inch face and ¼-inch bottom port.

2. The pressure gauge shall be an Ashcroft, Type 1109.

3. The pressure switch shall have be a DPDT relay rated for 10 A at 120VAC. The accuracy shall be with two (2) percent of the span or better. The switch setpoint shall be fully adjustable over the entire span. The switch deadband shall be adjustable between five (5) percent and 15 percent of the trip point.

G. Ball Valves

1. The ball valves shall be threaded and have a 316 Stainless Steel body, ball, retainer, gland nut, and stem. The lever and grip shall be 316 Stainless Steel with a vinyl cover.

2. The ball valves shall be 96-100 Series as manufactured by Apollo Valves.

H. Mercer Couplings

1. Mercer couplings shall have a six (6) inch laying length and be constructed with an EPDM body. The split retaining ring, control rods, gusset plates, and all fasteners shall be constructed of 316 Stainless Steel.

2. The couplings shall be Vibra-Flex Style 150.

I. Valve Boxes

1. All buried valves shall have cast iron two (2) piece valve boxes with cast iron covers.

2. Valve boxes shall be provided with suitable heavy bonnets and will extend to an elevation at or slightly above the finished grade surface as directed by the ENGINEER.

3. The barrel shall be two (2) piece or three (3) piece, screw type, having a 5¼ inch shaft diameter.

4. Covers shall have "Water" or "Sewer", as appropriate, cast into the top.

1. All valves shall have actuating nuts extended to within 24 inches of the top of valve box cover.

J. Restrained Mechanical Joint Devices

1. Restrained mechanical joint devices for nominal pipe sizes three (3) inch through 48 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. Restraint devices shall be Listed by Underwriters Laboratories (3 inches through 24 inches inch size) and Approved by Factory Mutual (3 inches through 12 inches inch size).

2. Restraints shall be made of ASTM A536 ductile iron. Fasteners shall be 316 Stainless Steel.

3. Restrained mechanical joint glands shall be Megalugs as manufactured by Ebaa Iron or One Loks as manufactured by Sigma.

K. Butterfly Valves (Flow Control Valves)

1. Butterfly Valve shall be flanged AWWA butterfly valves. All valves shall be suitable for use with ANSI class 125 or 150 flanges. Valve shall provide bi-directional drip-tight shut-off at 200 psi with 316 Stainless Steel disc and shaft.

2. Body shall be ductile iron.

3. Discs shall be offset to provide an uninterrupted 360-degree seating edge and shall be 316 Stainless Steel. The disc and shaft connection shall be splined.

4. EPDM seats shall fully line the valve body and be permanently bonded. Seats shall have integral flange seals so flange gaskets are not required.

5. Shafts shall be one (1) piece 316 Stainless Steel. Shaft diameters shall meet the AWWA C504, class 75B standard. Multiple shaft seals shall be provided to prevent leakage.

6. Three (3) shaft bearings made of heavy-duty aluminum bronze shall be provided to ensure smooth, reliable valve operation.

7. A hand-wheel actuator shall be provided and shall have adjustable open and closed position stops. Operating shaft to be supported axially and radially at the input end by permanently lubricated thrust and bearing sleeves.

8. A two (2) year warranty shall be provided for all valves and actuators.

9. All hardware shall be 316 SS.

10. Butterfly valves shall be as manufactured by Bray, Jamesbury, Keystone Valves, or approved equal.

L. Dismantling Joints

1. Provide couplings where indicated.

2. The CONTRACTOR will not be allowed to substitute any other type of coupling in lieu of the couplings as specified herein unless approved by the ENGINEER.

3. The coupling shall be rated as indicated.

4. Construction:

   a. Coupling bodies shall be fabricated from steel, ASTM A512 – Cold-Drawn butt-weld Carbon Steel Mechanical Tubing or A513 –

Electric-Resistance Welded Carbon and Alloy Steel Mechanical Tubing with steel bolts, without pipe stop.

b. Provide flanges in conformance with AWWA C207.

c. Couplings shall be of sizes to fit the indicated pipe and fittings.

d. The body shall be not less than ¼" thick or at least the same wall thickness as the pipe to which the coupling is connected.

e. If the strength of the body material is less than the strength of the pipe material, the thickness of the middle ring shall be increased to have the same strength as the pipe.

f. The follower flange shall be fabricated from steel, ASTM A576 – Steel Bars, Carbon, Hot-Wrought, Special Quality or AISI C1012.

g. Gaskets shall be EPDM. The shape of the follower shall be of such design as to provide positive confinement of the gasket.

h. All hardware shall be 316 SS with anti-galling.

i. Buried couplings shall be epoxy-coated at the factory as indicated.

5. Approved Manufacturers, or equal:

a. Smith-Blair, Model 975

b. Dresser, Model 131

c. JCM, Model 309

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 02820

CHAIN LINK FENCE

PART 1 - GENERAL

1.01 DESCRIPTION

This work consists of all labor, materials, and equipment necessary for furnishing and installing chain link fence, gates, temporary fencing and screening, and accessories in conformance with the specifications, drawings, and details.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02210 – Grading.**

C. **Section 03700 – Concrete Work**.

1.03 REFERENCES

A. ASTM F668, Standard Specification for PVC-Coated Steel Chain Link Fence Fabric.

B. ASTM F900, Standard Specification for Industrial and commercial Swing Gates.

C. ASTM F1083, Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated .Welded for Fence Structures.

D. ASTM F567, Standard Practice for Installation of Chain-Link Fences.

E. ASTM F626 Standard Specification for Fence Fittings.

1.04 SUBMITTALS

A. Submit manufacturer's data for fabric, posts, gates, and all other materials, finishes, and appurtenances.

B. Submit shop drawing showing dimensions of materials and layout of posts and gates.

C. Submit temporary fencing and screening plan.

PART 2 - PRODUCTS

2.01 GENERAL

A. Match, style, finish, and color of each fence component with that of other fence components. All fence components shall be black, PVC coated.

2.02 CHAIN LINK FENCE FABRIC

A. Fence fabric shall be black, PVC coated galvanized fabric conforming to STM F668, Class 1 or 2a with a minimum thickness of five (5) mm.

B. Fence height shall be 96 inches.

C. Core wire gauge shall be No. 9 prior to vinyl coating.

D. Link patter shall be two (2) inch diamond mesh.

E. Loops of knuckled selvages shall be closed or nearly closed with space not exceeding diameter of wire

F. Wires of twisted selvages shall be twisted in a closed helix three full turns and cut at an angle to provide sharp barbs that extend a minimum of ¼-inch beyond the twist.

G. Fencing shall be slatted.

2.03 POSTS

A. Strength and stiffness requirements shall meet ASTM F1043, except as modified in this section. The steel shall meet the requirements of ASTM F1083.

B. The post length shall be the manufacturer's standard with an allowance for a minimum of 36 inches of embedment below finished grade.

C. Protective coating shall be a zinc coating applied to the internal and external portions of the post meeting the requirements of ASTM F1043, Type A.

D. Color coating shall be applied over the zinc coating a minimum of 10 mils in thickness and matching the color of the chain link fabric.

E. Line posts shall have an outside diameter of 2½-inches and a minimum weight of 2.96 pounds per foot.

F. End, corner, angle, and pull posts shall have an outside diameter of three (3) inches and a minimum weight of 4.69 pounds per foot.

G. Gates posts shall have an outside diameter of four (4) inches and a minimum weight of 4.85 pounds per foot.

2.04 TOP RAILS AND BRACE RAILS

A. Rails shall be manufactured from galvanized steel pipe.

B. The protective coating and color coating shall match the coating applied to the posts.

C. The rails shall have an outside diameter of 1⅝ and a minimum weight of 2.27 pounds per foot.

2.05 FENCE FITTINGS

A. Post and line caps shall be designed to accommodate passage of top rail through cap.

B. The protective coating and color coating shall match the coating applied to the posts.

C. Tension and brace bands shall be vinyl clad.

D. Truss rods assemblies shall be ⅜-inches in diameter.

2.06 TENSION WIRE

A. Tension wire shall be zinc-coated steel marcelled tension wire confirming to ASTM A824, Type II, Class 2.

B. The protective coating and color coating shall match the coating applied to the posts.

2.07 GATES

A. Gates shall have welded steel joints with coated with zinc-based paint.

B. The protective coating and color coating shall match the coating applied to the posts.

C. The chain link fabric shall be attached to the gate frame a maximum of every 15 inches.

D. Hinges shall be 180-degree commercial duty.

2.08 PVC VERTICAL SLATS

A. The slats shall be black in color, made of UV-resistant PVC, and installed vertically the entire height of the fence.

2.08 TEMPORARY FENCING AND SCREENING

A. Fence height shall be 72 inches.

B. Temporary screening shall be provided with temporary fencing and may consist of non-transparent fabric or PVC vertical slats which provide a visual barrier of all fenced area.

C. Signage shall be provided and attached to temporary fencing and shall include project emergency contact information.

PART 3 - EXECUTION

3.01 GENERAL

A. Install chain link fences and gates in accordance with ASTM F567, except as modified in this Section.

B. Provide necessary hardware for a complete fence and gate system.

3.02 POST SETTING

A. Driven posts are not acceptable.

B. Post hole depth shall be a minimum of three feet below finished grade.

C. Post holes shall be backfilled with concrete to two (2) inches above finished grade. The concrete shall have a crown to divert water away from the post. Where posts come in contact with concrete, they shall be coated with Koppers 300M or approved equal.

3.03 GATE INSTALLATION

A. Hang gates and adjust hardware so gates operate satisfactorily from both the open and closed positions and all latches operate freely.

3.04 FIELD QUALITY CONTROL

A. Demonstrate to the ENGINEER proper operation of the gates from both the open and closed position prior to final acceptance.

END OF SECTION

SECTION 02936

SODDING

PART 1 - GENERAL

1.01 PERFORMANCE

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated for the following:

1. Preparation of subsoil.

2. Placing topsoil.

3. Fertilizing.

4. Sod installation.

5. Maintenance.

1.02 RELATED SECTIONS

A. All of Division 1.

B. **Section 02210 – Grading.**

1.03 REFERENCES

A. FDOT - Florida Department of Transportation - Standard Specifications for Road and Bridge, Latest Edition.

1.04 QUALITY ASSURANCE

A. Sod Producer: Company specializing in sod production and harvesting with a minimum five (5) years of experience and certified by the State of Florida.

B. Installer: Company approved by the sod producer.

C. Sod: Minimum age of 18 months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two (2) corners.

D. Submit sod certification for grass species and location of sod source.

E. The ENGINEER reserves the right to test, reject or approve all materials before application.

1.05 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site under provisions of **Section 01600 – Material and Equipment.**

B. Store and protect products under provisions of **Section 01600 – Material and Equipment.**

C. Deliver sod on pallets. Protect exposed roots from dehydration.

D. Do not deliver more sod than can be laid within 48 hours.

E. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

F. The CONTRACTOR shall furnish the ENGINEER invoices of all materials received in order that the minimum application rate of materials may be determined.

1.07 MAINTENANCE SERVICE

A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Sod:

1. Sod shall be ASPA approved grade, Argentine Bahia, Tifton Bermuda, Floritam, or St. Augustine to match existing or better as directed, with firm texture having a compacted growth and good root development.

2. Sod shall be absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.

3. Cut sod in area not exceeding 24 inches by 24 inches with minimum one inch and maximum three inch of topsoil base.

4. The sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting to the time it is planted.

B. Topsoil:

1. Excavated from site and free of weeds.

2. Topsoil to be minimum three (3) inches thick.

C. Fertilizer:

1. In accordance with FDOT 982-1.

D. Water:

1. Clean, fresh, and free of substances or matter, which could inhibit vigorous growth of grass.

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify that prepared subsoil is ready to receive the work of this Section.

3.02 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions.

B. Apply after smooth raking of topsoil and prior to installation of sod.

C. Apply fertilizer no more than 48 hours before laying sod.

D. Mix thoroughly into upper two (2) inches of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.03 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

C. Stake sod with 1x2 stakes on all areas with slopes greater than one (1) vertical to five (5) horizontal.

D. Coordinate sod installation with irrigation system components.

3.04 MAINTENANCE

A. Water to prevent grass and soil from drying out.

B. Immediately replace sod in areas, which show deterioration or bare spots.

3.05 APPROXIMATE AREA TO BE SODDED

A. All construction areas disturbed by construction of the project except those areas receiving pavement or rock. CONTRACTOR is to take into account his anticipated ditch width and pit sizes at the surface when accounting for the cost of this work.

END OF SECTION

DIVISION 3

WELL CONSTRUCTION AND CONCRETE WORK

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SECTION 03000

WELL CONSTRUCTION SEQUENCE

PART I GENERAL

1.01 SCOPE OF WORK

A. This section covers the sequence of work to reconstruction of surficial aquifer production well 9 for the Village of Palm Springs located in Palm Springs, Florida.

B. The well construction work as specified includes but is not limited to pilot hole drilling, removal of the existing screen, riser, and well casing through the overdrill method, mud rotary/reverse air drilling of boreholes, setting of casings and well screen, grouting, gravel pack emplacement, well logging, video logging, pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, and restoration of well site, as described herein and as shown on the drawings.

C. Construction details for the existing production well are presented in Part III, Section 3.02, below.

D. All existing as-builts are included in the Project Drawings. The CONTRACTOR is responsible for pre-bid inspection of the well site facility in order to review existing conditions for bidding purposes.

E. Discharge water generated during construction activities shall be discharged to the CONTRACTOR's Formation Water Disposal System and then to the outfall location as shown on project drawings. Settling and treatment of formation water to be discharged is the CONTRACTOR's responsibility and shall be in accordance with all applicable regulations and **Section 05000**.

F. Following completion of construction activities, the CONTRACTOR shall perform disinfection and bacteriological testing as required for well clearance. Substantial completion will be deemed complete following restoration of operational service of the subject well.

PART II PRODUCTS

(NOT USED)

PART III EXECUTION

3.01 CONSTRUCTION SCHEDULE

A. The CONTRACTOR shall complete the scope of work within the timeframe specified in the contract.

B. The construction schedule shall be met based on day work (M-F, 7 AM – 7 PM; with no noise between 6 AM – 7 AM, 6 PM – 7PM) only and excludes nights, weekends, and Palm Beach County and Federal holidays.

C. The CONTRACTOR shall obtain approval from the OWNER for all 24-hour work excluding weekends and Federal holidays. Requests for 24-hour work shall be submitted as outlined in **Section 01039**.

3.02 CONSTRUCTION SCOPE OF WORK

The anticipated well construction depths for well casing, riser, and screen are outlined in the table below.

WELL	Well 9 (Reconstructed)
Surface Casing	30" STL
Surface Casing Depth	40'
Intermediate Casing	24" SCH 40 PVC
Intermediate Casing Depth	100'
Riser Casing	16" SDR 17 PVC
Riser Casing Depth	100'
Screen Interval	100'-180' (316 SS)
Total Depth	180'

3.03 DESCRIPTION OF EXISTING PRODUCTION WELL

A. The reported original well construction details are provided below:

WELL	Well 9 (Existing)
Surface Casing	--*
Surface Casing Depth	--*
Outer Casing	--*
Outer Casing Depth	--*
Casing	12" STEEL
Casing Depth	104'
Screen Interval	104'-210'
Screen Slot Size	--*
Total Depth	--*

*-- *indicates material/depth unknown*

3.04 CONSTRUCTION SEQUENCE

The Construction Sequence for the well is outlined in the work items below.

A. GENERAL WORK ITEMS

1.0 Mobilize to the OWNER approved well site and prepare for well construction activities. Coordinate the work with OWNER. Set up construction and support equipment within the OWNER controlled area of the well site as shown on Project Drawings. The CONTRACTOR shall coordinate with the OWNER regarding available laydown and staging areas. Access to the well site and work areas shall be limited to the areas shown on the project drawings and as discussed in the pre-construction meeting.

2.0 The CONTRACTOR shall remove external piping, fittings, valves, pipe and pump and shall disposed or return if requested by the OWNER as salvage. A blank salvage form is included in the contract documents for reference.

3.0 Protect and secure the well site. During the period of the contract, the CONTRACTOR will protect all well appurtenances removed by the CONTRACTOR; protect all remaining improvements; and protect any equipment loaned to the CONTRACTOR by the OWNER.

4.0 Demolish the well vault in accordance with the contract drawings.

5.0 The CONTRACTOR shall take special precautions to reduce to a minimum the nuisances and damage to property which could result from working in a residential area. Any damage to public or private property shall be immediately repaired or paid for by the CONTRACTOR at no expense to the OWNER. During the period of the contract, the CONTRACTOR will protect the well site and well improvements. If the CONTRACTOR becomes aware of any faulty or damaged OWNER equipment, CONTRACTOR shall notify the OWNER immediately.

6.0 The CONTRACTOR shall prepare the Formation Water Disposal System in accordance with **Section 05000**. The CONTRACTOR is solely responsible, by any and all methods necessary, to meet the requirements of discharge of water. If the CONTRACTOR fails to fulfill proper requirements of discharge water or damage caused by discharge of water, the CONTRACTOR is responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER.

B. PILOT HOLE DRILLING SEQUENCE

1.0 Within 20 feet of the well, drill a nominal 6-inch diameter pilot hole to a depth of approximately 200 feet below land surface using the mud rotary method. The pilot hole will be drilled on the centerline of the production well as shown on the project

drawings and as approved by the ENGINEER. Formation samples shall be collected by the CONTRACTOR every 5 feet, at a minimum, or as otherwise specified by the ENGINEER.

2.0 Prepare the pilot hole for geophysical logging by circulation of the drilling fluids until uniform and free of drill cuttings. A geophysical logging suite shall be conducted by the CONTRACTOR in accordance with **Section 03300**. The CONTRACTOR may set a temporary surface casing to facilitate drilling the pilot hole. The CONTRACTOR will determine the setting depth of the temporary surface casing.

3.0 Upon completion of the borehole logging, the CONTRACTOR shall plug and abandon the borehole in accordance with applicable regulations.

C. OVERDRILL WELL CONSTRUCTION SEQUENCE

1.0 The CONTRACTOR shall perform a pre-construction down hole camera video of the existing well casing and screen. A preliminary specific capacity test shall be performed during the video logging. All video and geophysical logging shall be in accordance with **Section 03300**.

2.0 Remove the existing well riser casing and well screen. Vibration of well casing shall not be permitted. The CONTRACTOR shall submit a removal plan prior to work. The removal plan shall include methods for compliance with vibration and noise requirements.

3.0 Backfill the existing borehole to the original total depth using clean gravel, approved by the ENGINEER. Total depths of the well shall be determined by preliminary well video logging. Prior to installation in the well, the gravel will be immersed for a minimum of 4 hours in a chlorinated water solution having no less than 50 mg/l available chlorine.

4.0 Drill, furnish, install, and cement in place approximately 40 feet of 30-inch diameter steel surface casing having a minimum wall thickness of 0.375 inches. Welded casings will be straight and true of alignment to the satisfaction of the ENGINEER. Casings shall have machine-cut beveled ends and shall be arc welded together by the standards of the American Welding Society. Installation and grouting shall be in accordance with **Section 03200** and **Section 03400**.

5.0 Over drill and remove the existing 20-inch/18-inch diameter steel casing. The CONTRACTOR may submit a plan for an alternative method for removal of the existing 20-inch/18-inch diameter steel casing for approval by the ENGINEER. To the furthest extent possible, the CONTRACTOR shall preserve the integrity of the existing borehole by avoiding drilling/reaming of the existing completion interval and by avoiding the use of and/or introduction of bentonite drilling fluids (mud) or drilling fluid additives to the existing completion interval.

6.0 Drill the nominal 28-inch diameter borehole using the mud rotary method. The depth of the borehole is outlined in the table above in Part III Execution, 3.02 Construction Scope of Work. A staged bit shall be used that includes an 8-inch diameter lead bit placed below the reaming bit assembly. Prepare the borehole for casing installation by circulating the drilling fluid until all drill cuttings have been removed. Drilling shall be performed in accordance with **Section 03100**.

7.0 Perform geophysical logging (Caliper Log/Gamma Ray) of the nominal 28-inch diameter borehole prior to casing installation in accordance with **Section 03300**.

8.0 Furnish and install a continuous casing string of 24-inch diameter (O.D.), Schedule 40 PVC casing. The depth of the well casing is outlined in the table above in Part III Execution, 3.02 Construction Scope of Work. Casing construction, assembly and installation will be in accordance with **Section 03200**.

9.0 Grout the annular space between the 24-inch diameter PVC casing and the borehole and 30-inch diameter surface casing with neat cement in accordance with **Section 03400**. Allow grout to cure for a minimum 48 hours before resuming drilling operations.

10.0 Drill a nominal 22-inch diameter borehole using the reverse air drilling method. The depth of the borehole shall be measured from the base of the 24-inch diameter PVC casing and as outlined in the table above in Part III Execution, 3.02 Construction Scope of Work.

11.0 Reverse air drilling will be performed in accordance with **Section 03100**. Clear water, with an available chlorine residual not less than 50 ppm shall be added to the well until there is sufficient formation water for drilling. Flow tests and water sampling will be performed every 10 feet during reverse air drilling. Flow tests during drilling will be performed using the reverse air water discharge through the drill string. Flow tests will be conducted in accordance with **Section 03100**.

12.0 If subsurface conditions are such that the use of reverse air drilling to complete the 22-inch diameter borehole is not possible, the CONTRACTOR shall switch, with prior ENGINEER approval, to the reverse mud or mud rotary method to drill the remainder of the borehole.

13.0 Perform geophysical logging (Caliper Log/Gamma Ray) of the nominal 22-inch diameter borehole prior to casing/screen installation in accordance with **Section 03300**.

14.0 Furnish and install 16-inch diameter, 316 stainless steel continuous slot well screen and 16-inch diameter Johnson SDR17 PVC riser casing. The riser casing/well screen lengths are outlined in the table above in Part III Execution, 3.02 Construction Scope of Work. The top of the screen shall be fitted to the 16-inch diameter Johnson SDR17 PVC riser casing which shall be continuous up to land surface. Screen and riser

casing construction, assembly and installation will be in accordance with **Section 03200** and **Section 03600**.

15.0 Furnish and install gravel pack in the annular space between the well screen and the borehole/well casing. Gravel pack sample and grain size analysis shall be submitted by the CONTRACTOR for approval by the ENGINEER. Gravel shall be placed using the tremie method and continually flushed with water and an approved bentonite mud thinner to a depth above the top of the screen as indicated in project drawings and in accordance with **Section 03600**.

16.0 Develop the well using a combination of compressed direct airlift development, high velocity water jetting with simultaneous airlift development, and pump development. Initial development shall be performed using air lift alone to stabilize the gravel pack. Following initial airlift shall be high velocity water jetting with simultaneous airlift. After the gravel pack has stabilized, perform pump development until the well meets development criteria for sand and silt content as approved by the ENGINEER. All well development shall be performed in accordance with **Section 03500**.

17.0 If requested by the ENGINEER, acidize the well in accordance with **Section 04400**. Acid treatment may occur before, during, or after development pumping or development jetting if required by the ENGINEER. The acid treatment header shall be constructed and set up as shown on project drawings.

18.0 Install a test pump with a minimum of 80 feet of pump column and develop the well until the discharge water is free of cuttings and visible sediment in accordance with **Section 03500**. The CONTRACTOR provided test pump shall be capable of a variable discharge rate with sustained surges up to 2,000 gpm. Development shall be in accordance with **Section 03500** and shall continue to the satisfaction of the ENGINEER.

19.0 Conduct a (6) hour step rate specific capacity pumping test at variable rates to measure drawdown and well efficiency. A pressure transducer/data logger setup shall be used to measure the static water level and pumping water levels. Water level measurement below the wellhead shall be performed using an electric water level tape and the data logger/transducer setup as describe in **Section 04000**. Perform water quality sampling in accordance with **Section 04200**.

20.0 Conduct a (4) hour constant rate specific capacity pumping test at a single rate to measure drawdown and well efficiency. A pressure transducer/data logger setup shall be used to measure the static water level and pumping water levels. Water level measurement below the wellhead shall be performed using an electric water level tape and the data logger/transducer setup as described in **Section 04000**. Perform water quality sampling in accordance with **Section 04200**.

21.0 Perform a down hole camera video log of the casing and screen interval. Video log shall be in accordance with **Section 03300**.

22.0 If fill is encountered during the final well video, the CONTRACTOR shall remove the fill at no additional cost to the OWNER.

23.0 Perform well disinfection as described in **Section 04200**.

24.0 Restore the well and the site as described in Contract Documents and Project Drawings. The well shall be left clean and free of oils, grease, and all other substances used during CONTRACTOR activities. Replace and restore damaged sod until established. All areas, structures and facilities disturbed by the CONTRACTOR's activities shall be restored by CONTRACTOR to equal or better condition than prior to CONTRACTOR's work.

END OF SECTION

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SECTION 03100

WELL DRILLING

PART I - GENERAL

1.01 SCOPE OF WORK

A. This section covers the work, materials, and equipment necessary for drilling the borehole for the rehabilitation well.

1.02 SUBMITTALS

A. A list of any drilling additives intended for use on this project shall be submitted to the ENGINEER prior to drilling activities.

B. A list of drilling equipment to be used on this project shall be submitted to the ENGINEER prior to mobilization, including drill bit diameters and dimensions of staged bit assemblies proposed for drilling. Alternative methods for removal of existing well screen and riser casing and/or cleaning of the borehole to total depth may be submitted to the ENGINEER by the CONTRACTOR.

C. Drilling fluid solids management system specifications, joint compound, mud pump type and pump curve, and anticipated up-hole velocities during drilling shall be submitted to the ENGINEER.

D. All chemicals, fluids, and additives introduced into the well shall be NSF certified and shall be applied and used as recommended by the manufacturer.

PART II - PRODUCTS

2.01 EQUIPMENT

A. All equipment shall be in good working condition and suitable for the proposed work. Prior to mobilization, a list of drilling equipment to be used on the project is to be submitted to the ENGINEER. The CONTRACTOR shall provide assurances that he has the proper equipment to adequately complete the project and overcome possible complications.

B. The OWNER shall reserve the right to inspect the equipment of each CONTRACTOR submitting a bid as a part of the evaluation of bids.

C. The CONTRACTOR shall provide all tools, bits, and all other necessary equipment for drilling.

D. The CONTRACTOR shall use a drilling rig having a hook load capacity of no less than 150,000 pounds to perform the scope of work contemplated herein.

E. Drilling equipment shall be capable of performing mud rotary, reverse air, and reverse mud drilling methods within the established time of construction. The method of drilling is outlined in the well construction sequence for each well casing string.

F. During drilling within any PVC casing, the CONTRACTOR shall fit rubber protective bumpers to each drill pipe within the casing. The bumpers shall be located adjacent to tool joints.

G. All equipment shall be in accordance with local noise ordinances and OWNER'S requirements for the applicable working hours. The CONTRACTOR shall be required to keep within noise requirements during all phases of the work. This shall include use of hospital-grade mufflers on equipment (as appropriate) to comply. Noise abatement may require acoustical sound barrier wall, enclosures, or other means to minimize noise. Noise control and compliance are the sole responsibility of the CONTRACTOR.

H. The CONTRACTOR shall take special precautions to reduce to a minimum the nuisances and damage to property. Any damage to public or private property will be immediately repaired or paid for by the CONTRACTOR at no expense to the OWNER. Equipment, tools, and materials will be located in places where they will produce a minimum of nuisance. CONTRACTOR shall take appropriate action to minimize noise, light, vibration, and other nuisances caused by the drilling operation. The appropriate warning signs shall be posted on the streets and the appropriate police will be informed of the location of the construction site.

2.02 DRILLING FLUID

A. The CONTRACTOR shall provide all drilling fluids, water, and additives as required. Any water added to the well shall have a minimum chlorine residual of 50 ppm. All chemicals, fluids, and additives introduced into the wells shall be NSF certified and shall be applied and used as recommended by the manufacturer.

2.03 TEST AND SAMPLING EQUIPMENT

A. Provide equipment for measuring drilling fluid properties including a marsh funnel, viscosimeter, filter press, and a fluid density balance.

B. Provide sampling bags or containers for collection and storage of formation samples.

PART III - EXECUTION

3.01 GENERAL REQUIREMENTS

A. Notify the ENGINEER 7 days prior to drilling. The construction schedule shall be met based on day work only (M-F, 7 AM – 7 PM; with no noise between 7 AM – 8 AM, 6 PM – 7PM) and excludes nights, weekends, and Palm Beach County and Federal holidays.

B. The CONTRACTOR shall obtain approval from the OWNER for all 24-hour work excluding weekends and Federal holidays. Should the CONTRACTOR desire to carry on his work at night or outside regular working hours, they shall submit written notice to the OWNER/ENGINEER and allow a minimum of 48 hours for satisfactory arrangements to be made and for inspecting the work in progress. No night work shall be permitted except as specifically authorized by the OWNER or ENGINEER on a case-by-case basis.

C. Provide at all times a thoroughly experienced, competent, and SFWMD licensed water well driller during all operations at the drill site. Provide sufficient competent driller's helpers during all operations at the drill site.

D. The CONTRACTOR shall maintain all slopes and prevent erosion. Measures taken to prevent erosion shall include but not be limited to the use of silt fences, hay bales, silt screens in surface water and containment dikes to prevent runoff.

3.02 DRILLING/CLEAN OUT OF BOREHOLE

A. Existing estimated borehole depths and diameters for the surficial aquifer production well are depicted on the drawings and in project documents. Borehole diameters are considered nominal dimensions. The CONTRACTOR shall recommend the appropriate bit size for correct drilling/cleaning out of the borehole diameter. Borehole depths provided in the specifications are estimates only; actual depths may vary and will be determined by the preliminary geophysical logging.

B. Boreholes shall be advanced in such a manner that the drilled hole will proceed straight and plumb. The drilling rate shall be optimized for cuttings removal with minimal mixing and accurate formation sample collection. Pilot boreholes shall be advanced in 5-foot increments for more accurate sample collection. Cuttings shall be predominantly cleared from the borehole at the end of each increment (5-foot increments for pilot holes and reverse air drilled holes, 20-foot increments for reamed holes).

C. Boreholes shall be drilled and conditioned to permit geophysical logging and casing installation as per **Section 03300** and **Section 03200**. The borehole shall be cleared of cuttings and stable to permit subsequent tasks to be completed without impairment.

D. The reaming assembly shall consist of a lead bit with the same outer diameter as the pilot hole and progressively larger diameter bits up to the reamed hole diameter. The reaming assembly should not exceed 2 feet in length below the largest diameter bit.

E. Drilling of the production interval or cleaning out of the borehole will be performed using the reverse air method. When reverse air is not possible, the reverse mud method may be used with prior ENGINEER approval. Conventional mud-rotary drilling is not permitted when drilling the production interval. Boreholes shall be advanced in such a manner that the drilled hole will proceed straight and plumb. Boreholes shall be drilled and conditioned to permit geophysical logging and casing/screen installation. The borehole shall be cleared of cuttings and stable in order to permit subsequent tasks to be completed without impairment.

3.03 DRILLING FLUIDS AND SETTLING TANKS

A. All drilling fluid storage tanks shall be above ground. Dug mud pits will not be permitted. Tanks shall be of sufficient length and construction to allow settling or removal of cuttings and prevent their reintroduction to the borehole. A mud system shall be used that includes a vibratory shale shaker and centrifugal desanders. Mud tanks shall be of sufficient length and construction to allow settling or removal of cuttings and prevent their reintroduction to the borehole.

B. During drilling, settled solids shall be physically removed from the tanks on a weekly basis, or more frequently, and the mud (if applicable) shall be reconditioned as needed. During reverse air drilling, all settled solids shall be removed from the tanks at the beginning of each working day.

C. The CONTRACTOR shall routinely monitor and record drilling fluid properties including mud weight, viscosity, gel strength, pH, and liquid and solids content. Monitoring shall be in accordance with manufacturer's recommendations, AWWA, and International Association of Drilling Contractors (IADC). The mud and solids management systems used by the CONTRACTOR for this project shall meet the CONTRACTOR's proposed drilling fluid manufacturer specifications for the intended application.

D. The CONTRACTOR shall provide ample settling tanks at the well site to settle solids prior to discharge. The settling tanks shall be used to reduce turbidity of the discharge so that water discharging to the outfall location meets the criteria required for discharge to surface water bodies in accordance with **Section 05000**.

E. Drilling fluids shall not be discharged to the ground surface at the drilling site.

F. A pump that is capable of pumping all flow test water shall be fitted between the well and the settling tanks. The pump shall be sized such that the rate of the pumped flow is equal or greater to the flow test flow. If multiple tanks are needed for settlement of solids, then multiple pumps shall be used as necessary to move water through the tank system. A pump shall be capable of discharging water from the settling tanks to the outfall location.

3.04 ALIGNMENT REQUIREMENTS

A. Pilot holes and reamed holes shall be drilled round and straight throughout.

B. The completed well will be sufficiently plumb and straight so that there will be no interference with installation, alignment, operation, or future removal of the permanent well pump.

3.05 COMPLIANCE WITH GOVERNMENTAL REGULATIONS

A. Construct the well in strict conformance with all laws, rules, regulations, and standards related to the construction of wells in the State of Florida and local regulatory agencies.

3.06 FORMATION SAMPLES

A. One (1) set of representative formation samples shall be collected by the CONTRACTOR at specified intervals from the present total depth of the well to the new total depth. Samples shall be taken at each 5-foot level and each change in formation or material type. The method must yield samples that are representative of the actual depth to which drilling has progressed.

B. Each sample shall be approximately 8 ounces and be placed in a cotton, soil sample bag, Hubco or equivalent, or as approved by ENGINEER. Each sample shall be labeled with the date, well identification, and depth from which the sample was taken clearly marked on the container in indelible ink. The CONTRACTOR will store and protect the samples from damage or disturbance until they have been released to and accepted by the ENGINEER.

3.07 WATER SAMPLES

A. The CONTRACTOR shall supply new 500 mL HDPE sample bottles and collect water samples during reverse air drilling. A fixed, safe, accessible location to collect samples must be provided to the satisfaction of the ENGINEER. Samples shall be collected from the point of discharge at every ten-foot interval. Sample bottles shall be labeled with well number, depth, date, and time collected.

B. The CONTRACTOR shall prevent additives during the drilling process from affecting water samples collected from the reverse air discharge point.

C. The water column in the well shall be periodically purged to obtain representative water samples. The ENGINEER shall determine when the well is to be purged.

3.08 DRILLING LOGS

A. Prepare a daily drilling log for inspection and submittal to the ENGINEER. Include in the log the depths and type of geologic formation encountered; drilling penetration rate, in minutes, for each 5-foot interval; general formation hardness based on drilling; type of drilling, chemical, water and mud additives; loss of circulation zones; additives to the well to control flow; water added to supplement reverse air drilling; problems during drilling; date, time, and depth for each entry. The log shall be kept current with a copy located at the drill site. The CONTRACTOR shall maintain an up to date drill string tally that will be available for inspection by the ENGINEER.

B. A final well log shall be prepared that includes copies of the above. An as-built drawing of the well shall be submitted showing casing and borehole dimensions and details.

C. Submittals will be made as required to the appropriate regulatory agencies per the applicable local, State, and Federal regulations. The CONTRACTOR will provide copies of all submittals to the ENGINEER.

3.09 COMPLIANCE WITH GOVERNMENTAL REGULATIONS

A. Construct the well in strict conformance with all laws, rules, regulations, and standards related to the construction of wells in the State of Florida and local regulatory agencies.

3.10 WASTE DISPOSAL

A. All solid and liquid waste, including but not limited to drilled solids, cuttings, drilling mud, drilling additives, spent or unused chemicals and unused products shall be disposed of or recycled by the CONTRACTOR in an environmentally responsible manner and in accordance with applicable regulations. The disposal or recycling location must be identified in a submittal to the ENGINEER. Prior to disposal, the location must be accepted by the ENGINEER. The CONTRACTOR shall prevent wastes from migrating from the designated construction area and cuttings storage area. The CONTRACTOR shall promptly clean up drilling by-products that migrate outside of the designated construction area. Further, the CONTRACTOR will minimize the spillage of formation water at all times and promptly repair leaks where formation water may be released to the ground surface.

B. Remove from the drilling site all cuttings and other material removed by the drilling operations that are not required to complete the work. Solid material shall be disposed of in accordance with local and State regulations at an approved disposal site, approved by the ENGINEER. Removal of cuttings, mud, and formation water from the site is considered incidental to the Work and does not constitute additional payment to the CONTRACTOR.

C. Depressions left in the land surface from the cleanup of residues, or for any other reason resulting from the CONTRACTOR's activities, shall be filled with clean fill material and graded smoothly.

END OF SECTION

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SECTION 03200

WELL CASING

PART I GENERAL

1.01 SCOPE OF WORK

This section covers the work, equipment, and materials necessary for furnishing and installing the well casing(s).

1.02 SUBMITTALS

A. Provide manufacturers specifications and technical data on all casing to be provided for installation in the well.

PART II PRODUCTS

2.01 GENERAL REQUIREMENTS

A. All casings shall be approved for use in municipal public supply wells, and to the specifications as outlined. Casing material and dimensions are provided in **Section 03000** and illustrated in the project drawings. Surface casings shall be constructed of carbon steel. The CONTRACTOR shall furnish, satisfactorily install, and grout each string of casing. All casings shall be new, unused and in good physical condition. Warped or damaged casing shall be rejected.

B. The Contract provides an estimate of the amount of casing. The OWNER or the ENGINEER shall determine actual lengths based on drilling results. The CONTRACTOR shall be responsible for ensuring that the selected casing shall withstand all stresses of construction without impairment.

C. The CONTRACTOR shall provide the ENGINEER with an inventory of all casing delivered to the site and maintain a tally during installation.

D. Production well casings shall include: steel 30-inch diameter surface casing; schedule 40 PVC 24-inch diameter intermediate casing; riser casing shall consist of SDR17 Johnson 16-inch diameter casing.

2.02 CARBON STEEL CASING

A. All steel casing shall be new and unused carbon steel pipe that conforms to A139 (30-inch well casings). Wall thickness shall be a minimum 0.375.

B. Steel casing mill certificates shall be submitted to the ENGINEER by the CONTRACTOR prior to delivery of the casing to the site for approval. Casing will

not be approved for installation without mill certification submittal and approval by the ENGINEER.

2.03 POLY VINYL CHLORIDE (PVC) CASING

A. The 24-inch diameter PVC casing will be schedule 40 or approved equivalent. Any equivalent casing selected must be shown to have sufficient joint and tensile strength, internal pressure rating, resistance to collapse and ability to withstand all stresses of construction. Any alternates must be approved in advance by the ENGINEER.

B. The 16-inch riser PVC casing and couplings shall be SDR17 Certa-Lok by Johnson or equivalent. Any equivalent casing selected must be shown to have sufficient joint and tensile strength, internal pressure rating, resistance to collapse, and ability to withstand all stresses of construction. Any alternates must be approved in advance by the ENGINEER.

C. All casings shall be clearly marked with type, grade and manufacturer. If required by the ENGINEER, the CONTRACTOR shall provide additional backup supporting documentation from the Manufacturer.

D. Casing elevators must be approved by the ENGINEER.

E. Only CertainTeed Certa-Lok splines shall be used with Certa-Lok couplings. The CONTRACTOR shall provide a copy of the installation and connection procedure on site for review prior to casing assembly.

F. Final PVC well casing shall be completed as shown on the drawings.

G. Bills of lading shall be provided for casings delivered for well construction.

2.04 CENTERING GUIDES

A. Casing centering guides (centralizers) shall be placed on all casing strings, prior to installation, at 30-foot intervals with the first set of centralizers placed within 5 feet from the bottom of the casing. At the location five feet above the base of the casing, six equally spaced centralizers shall be installed and at all other locations four equally spaced centralizers shall be installed. Centralizers shall be fixed to the casing at coupling locations. If requested by the ENGINEER, an additional centralizer shall be installed 15 feet from the bottom of the casing.

B. Centralizer material shall be steel when attached to carbon steel, stainless steel when attached to stainless steel, and either stainless steel or other approved material when attached to PVC casing. Guides shall be welded when attached to steel; and steel strapped to PVC.

C. Fixed centering guides shall extend outward from the casing to within 1/2 inch of the maximum drill bit dimension.

D. Uppermost centering guide for the final PVC casing shall be installed at a minimum of 15 feet below finished grade.

PART III EXECUTION

3.01 GENERAL

A. Casings shall be installed as described in the specifications and drawings. Actual casing depths shall be determined by the ENGINEER.

B. The casing installation method shall be approved in advance by the ENGINEER and be consistent with manufacturer specifications.

C. Casing failure by any means, including but not limited to: any collapse, breakage, separation, dents, tears, or rips during construction that in any way impairs the use of the well in the opinion of the ENGINEER, shall be repaired or replaced at the CONTRACTOR's sole expense.

D. Casing connections shall meet manufacture specifications for water tightness. Connections shall have equal strength to the casing itself.

E. All steel and stainless steel casings shall have machine cut beveled ends and shall be arc welded together according to the standards of the American Welding Society. Welded casings shall be straight and true of alignment to the satisfaction of the ENGINEER.

F. Final PVC well casing shall be set at one foot above 100-year flood elevation in accordance with project drawings and to facilitate final wellhead installation.

3.02 WELDING

A. General: The standards of the American Welding Society, Structural Welding Code (AWS D1.1) shall apply for all welded joint casing and accessories. All welds shall conform to the latest revision of ANSI B31.1.

B. Certification: All welded casing joints shall be made by welders certified in the State of Florida. The certified welder shall perform and be responsible for the integrity of all steel casing welds. The CONTRACTOR must provide the ENGINEER proof of welders' certifications 72 hours before any welding is performed.

C. Surface Preparation: Any surface defects that shall affect the weld shall be chipped or ground out. A power-driven wire brush shall be used to thoroughly clean each layer of weld prior to each additional weld metal, including the final pass.

D. Passes: There shall be a minimum of three (3) weld passes on pipe sizes 6-inches and greater.

E. Cooling Time: Welded joints shall be allowed to cool for not less than 30 minutes before the weld is placed in contact with water or until the welded joint reaches a temperature equal to or less than 400 degrees Fahrenheit.

F. Weld Reinforcement: Weld reinforcement shall be as specified by the AWS code. Upon completion of welding, all weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions.

G. Field Joints: All field joints shall be welded during installation by qualified welders in accordance with the requirements of AWWA C206.

END OF SECTION

SECTION 03300

BOREHOLE GEOPHYSICAL AND VIDEO LOGGING

PART I - GENERAL

1.01 SCOPE OF WORK

A. This section covers the equipment, work, and materials necessary to perform geophysical logging of the well.

B. Provide the following geophysical logging and well survey equipment:

1. XY Caliper log
2. Gamma Ray log
3. Dual Induction log
4. Spontaneous Potential
5. Static and Dynamic Well Video log

PART II – PRODUCTS

(NOT USED)

PART III - EXECUTION

3.01 GENERAL

A. All logging shall be supervised by the ENGINEER with 24 hours advanced notice. The CONTRACTOR is responsible to ensure that logs are complete and include the entire borehole and cased intervals as directed by the ENGINEER. Logging should be done as soon as possible after the drilling tools have been removed from the logged interval.

B. When the hole has been drilled to a depth determined by the ENGINEER, it must be prepared for geophysical logging. Borehole preparation will include but not be limited to: i) continuation of drilling fluid circulation until drill cuttings have been removed from the borehole and the fluid is uniform in the borehole; or ii) reverse air pumping until the discharge water is free of cuttings and suspended sediment. The CONTRACTOR must make all reasonable efforts to leave the borehole free from obstructions in preparation for geophysical logging. Logging must be done immediately following the completion of borehole preparation unless otherwise stated in the Contract or as stipulated by the ENGINEER.

C. Each log must be run and recorded in a continuous fashion to qualify as an acceptable log.

D. The CONTRACTOR is responsible to ensure that the logs are complete. Any obstructions or fill material or borehole of reduced diameter more than 1/2-inch in the borehole or cased intervals shall be removed or reamed by the CONTRACTOR at his own expense.

E. All logs will include a repeat section of not less than 50 feet of the portion of the hole. The ENGINEER will determine the repeat section.

F. All logs shall be appropriately labeled with all appropriate information. Two (2) field copies shall be made available to the ENGINEER upon completion. Five (5) electronic copies of finished logs, including LAS and PDF files, are to be provided by the CONTRACTOR within two weeks of logging.

G. A down hole video log in DVD format will be conducted to inspect the casing and screened interval of the well prior to demobilizing the drilling rig. The video will be conducted in the presence of the ENGINEER. The video camera lens will be color and capable of 360-degree movement; be controlled by the logging technician; be independent of the camera body; and have focus capability. The video camera will be centralized in the borehole. The centralizers will self adjust to different casing and hole sizes as necessary. If the ENGINEER determines that the video is unacceptable due to poor quality, the CONTRACTOR at his expense will obtain the necessary equipment to perform additional logging to the satisfaction of the ENGINEER.

H. Video logging will be conducted under both static and pumping conditions at the direction of the ENGINEER. The CONTRACTOR shall ensure that the well is pumped sufficiently to ensure adequate visibility for the video survey as determined by the ENGINEER. The CONTRACTOR shall use a submersible pump capable of 800 gpm discharge rate.

SCHEDULE OF GEOPHYSICAL AND VIDEO LOGS

Construction Phase	Log Type
Pre-rehabilitation of Overdrill Well	Static and Dynamic Well Video log
Pilot Hole	XY caliper, Natural gamma log, dual induction, SP
Nominal 28-inch diameter borehole for 24-inch casing installation	XY caliper, Natural gamma log
Nominal 22-inch diameter borehole for 16-inch casing installation	XY caliper, Natural gamma log
Following development and pump testing	Static and Dynamic Well Video log

END OF SECTION

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SECTION 03400

ANNULAR GROUT

PART I - GENERAL

1.01 SCOPE OF WORK

A. This section covers the labor, equipment, and materials required to furnish and install the annular grout.

1.02 SUBMITTALS

A. Provide data on all proposed additives and manufacturer's specifications.

B. Provide bulk cement unit weight tickets for verification of cement quantities pumped.

C. Prior to each cement stage the CONTRACTOR shall submit a plan including anticipated theoretical lift for the specific cement stage. If theoretical lift differs from actual lift by greater than 40%, the CONTRACTOR shall immediately provide alternative means of verifying the cement grout is uniform and continuous prior to continuing subsequent stages of grout. This verification shall be performed at the CONTRACTOR’s expense and shall be performed in a timely manner so as not to hinder successful grouting of subsequent stages.

D. During cementing, provide cement slurry weight data for each grouting stage. A fixed, safe, accessible location to collect samples must be provided to the satisfaction of the ENGINEER. Samples of the cement slurry shall be collected, weighed and recorded by the CONTRACTOR in sight of the ENGINEER. If performed in batches, provide slurry weight and collect sample for each batch mixed. If performed in continuous mixing, provide slurry weights and collect samples at the beginning, middle, and end of pumping for each grouting stage.

PART II - PRODUCTS

2.01 GENERAL REQUIREMENTS

A. The CONTRACTOR shall furnish and install all grout and additives as specified.

B. Cement and dry additives shall be delivered to the site in their dry state and mixed with water on site.

C. The use of ready-mix grout, mixed with water prior to delivery to the site, will be permitted; however, the CONTRACTOR must ensure that all delivered grout meets the criteria listed below and outlined in this Section. Any delivered ready-mix grout that does not meet the criteria will be rejected at the CONTRACTOR’S cost.

- Grout temperature shall be read and recorded prior to pumping downhole using equipment provided by the CONTRACTOR and viewed in the field by the ENGINEER. Acceptable grout temperature shall be in accordance with Specification for Hot Weather Concreting (ACI 305), including, but not limited to, a maximum temperature of ready mixed grout of no more than 95 degrees Fahrenheit, unless otherwise specified by the ENGINEER.
- Slurry weight of ready mixed grout shall be measured prior to pumping downhole using equipment provided by the CONTRACTOR and viewed in the field by the ENGINEER.
- Ready mixed grout slurry shall be free of grout stones (improperly mixed grout) and other foreign materials.

2.02 PORTLAND CEMENT

A. Cement grout shall be API class B Portland cement and conform to ASTM C150, Type II standards.

2.03 BENTONITE

A. Bentonite furnished for cementing shall be raw bentonite and be added at the bulk facility and thoroughly mixed at the ratio specified. Small batches (less than 50, 94-lb. bags of cement) of grout may be mixed on site. Bentonite-cement mix ratio shall not exceed applicable regulations for cement grout.

B. If the CONTRACTOR proposes to mix bentonite with cement on site, all ingredients shall be thoroughly mixed, at the ratio specified, to the satisfaction of the ENGINEER. The CONTRACTOR shall demonstrate the dry mixing method to the ENGINEER prior to mixing the slurry. Following dry mixing, the CONTRACTOR shall mix a slurry sample for measurement and provide a method of measurement to determine the weight in pounds per gallon of cement slurry to confirm proper mix ratios. Bentonite-cement mix ratio shall not exceed applicable regulations for cement grout.

PART III - EXECUTION

3.01 GROUTING

A. The CONTRACTOR is solely responsible for the successful execution of grouting. Annular grout shall be in conformance with all applicable local and state regulations.

B. The CONTRACTOR shall sufficiently circulate the annulus between the casing and borehole prior to grouting to ensure borehole fluids are properly conditioned to minimize channeling and non-uniform grouting.

C. The CONTRACTOR is solely responsible for defects in the grout or grouted interval. The CONTRACTOR shall take all precautions to protect the casing from collapse or damage during grouting. Any defects in the grout job or casing damage resulting from grouting shall be corrected by the CONTRACTOR at his own expense.

D. The CONTRACTOR shall provide 24-hour notice prior to each stage of cementing of the well to enable the ENGINEER to observe all cementing operations.

E. Provide a method of measurement to determine the weight in pounds per gallon of cement slurry to confirm proper mix ratios. Samples of the cement slurry shall be collected, weighed and recorded by the CONTRACTOR in sight of the ENGINEER. The correct mix ratios shall be maintained. If performed in batches, provide slurry weight and collect samples for each batch mixed. If performed in continuous mixing, provide slurry weights and collect samples at the beginning, middle and end of pumping for each grout stage. The CONTRACTOR shall provide a fixed, safe, accessible location for the ENGINEER to view and/or collect grout samples during the cementing process.

F. If grouting is to be conducted in stages, the top of the hardened grout from the previous grouting stage shall be measured in the presence of the ENGINEER prior to each cementing stage. Each cementing stage shall be given 12 hours of curing time prior to resuming cementing. It is the responsibility of the CONTRACTOR to determine the collapse strength of the casing and the appropriate amount of grout for each grouting stage. Cementing calculations shall be reviewed with the ENGINEER in advance of each grouting stage. Grout shall be allowed to cure for 48 hours before continuation of drilling operations.

G. The grout mixture for the initial grouting stage after each casing installation shall be API Class B neat Portland cement mixed with no more than 5.5 gallons of water per sack of cement, with a minimum 14.8 lbs/gallon. At a minimum, the neat cement mixture shall be used to grout the lower 40 linear feet of casing. Additional grouting stages after casing installation above the initial grouting stage shall be API Class B Portland cement mixed with up to 6% bentonite and no more than 9 gallons of water per sack of cement as approved by the ENGINEER. Only potable water shall be used for the grout mix.

H. CONTRACTOR is solely responsible for the proper grouting of all casings in accordance with all applicable AWWA, SFWMD, FDEP and HD standards.

3.02 SETTING TIME

A. The cement must be allowed to cure 12 hours between cementing stages.

B. The final cement stage shall have a minimum 48 hours to cure before continuation of drilling operations.

END OF SECTION

SECTION 03500

WELL DEVELOPMENT

PART I – GENERAL

1.01 SCOPE OF WORK

A. This section covers the labor, equipment, and materials required to develop the well. Development shall include surging/sustained rate pumping at rates up to 2,000 gpm or as directed by the ENGINEER.

B. Under no circumstances shall the pumping equipment create a vacuum within the well casing.

C. The CONTRACTOR shall manage discharge water as described below and in **Section 05000**.

1.02 SUBMITTALS

A. The CONTRACTOR shall furnish the ENGINEER with a calibrated flow meter with certification no older than 60 days prior to the notice to proceed and attest to an accuracy of 95 percent or greater for the range of the meter.

B. The CONTRACTOR shall furnish the ENGINEER with manufacturer specifications for all chemical additives proposed for development.

C. The CONTRACTOR shall furnish the ENGINEER with manufacturer specifications for generators, pumps, and corresponding silencers.

D. The CONTRACTOR shall submit to the ENGINEER, prior to installation of the development pump, a manufacturer pump curve for the development and testing pump(s).

E. The CONTRACTOR shall submit to the ENGINEER a shop drawing depicting a schematic plan with equipment and piping for formation water disposal.

F. Daily development summary logs must be completed daily by the CONTRACTOR and submitted to the ENGINEER, as requested. Blank daily development forms can be found at the end of this section.

G. Completed daily development logs shall be submitted weekly to the ENGINEER.

PART II – PRODUCTS

2.01 DEVELOPMENT EQUIPMENT

A. Provide all pumps, motors, air compressors, and other ancillary equipment needed to develop the well to the extent that, as practical, suspended solids are removed from the borehole. Provide all pipe, fittings, and valves required to transmit discharge water from the pump to the settling tanks as required in **Section 05000.**

B. The test pumping equipment shall have access ports, water level measurement setup, and discharge piping as required in **Section 04000.**

C. The CONTRACTOR shall provide a calibrated flow meter near the pump. The flow meter shall be accurate and precise within the range of 200 gpm to 2,000 gpm. The placement of the flow meter shall be in accordance with manufacturer recommendations for flow meter placement. The CONTRACTOR shall also consult the ENGINEER for optimal flow meter placement. Air release valves shall be provided and installed by the CONTRACTOR at as many locations as required. Air release valves shall consist of tapping the discharge pipe and providing and installing a 2-inch diameter riser and gate valve. The CONTRACTOR shall supply an orifice weir to verify pumping rates.

D. The development equipment must be able to divert the flow of water in a controlled manner to minimize flooding and erosion. Discharge water shall be clear and free of suspended solids. Discharge water shall be retained temporarily using a settling tank for settlement of solids and pumped via temporary piping to the discharge point as directed by the ENGINEER. Tanks required for settling of solids and additional pumps and temporary piping needed to transmit water to the discharge point shall be included in the unit cost for development. Management and removal of development solids shall be included in the unit cost for development.

E. The CONTRACTOR shall provide a dedicated Rossum sand tester for the well throughout pump development.

PART III – EXECUTION

3.01 AIRLIFT AND JETTING WITH SIMULANTEOUS AIRLIFT WELL DEVELOPMENT

A. Develop the well using compressed air lift at a minimum air flow rate of 650 cubic feet per minute. The base of the air discharge shall be set at the base of the screen during the initial development period. This step shall be

considered initial development to remove the majority of drilling fluid from the borehole and to confirm the stability of the gravel pack. Air development shall include varying the depth of air discharge and periodically surging the well with the use of a surge tank. The top of the gravel pack shall be continuously monitored during air lift. If the top of the gravel pack is below the top of the desired level, then gravel must be added.

B. Following initial development, high velocity jetting shall be done using a solution of Bentonite Mud Remover (BMR) and/or chlorinated water for a period of time to be determined by the ENGINEER. A high velocity jetting tool having 4 nozzles shall be rotated and moved vertically throughout the entire screened portion of the well while chlorinated water is forced through the screen and into the gravel pack. The jetting tool and pumping equipment shall deliver a minimum total flow rate of 500 gpm. Nozzle sizes and flow rates shall be reviewed by the ENGINEER, however, a minimum diameter for nozzle jets shall be no less than 1-inch. Maximum jetting velocity must be reviewed by ENGINEER for approval. Pumps used for jetting shall be at the surface with measured output flow rate to the jet tool. The initial phase of jetting shall be done using a solution of BMR and chlorinated water having a minimum chlorine concentration of 50 milligrams per liter (mg/L). The initial jetting phase shall be not less than 8 hours. Thereafter, fresh water may be used for jetting development. At the direction of the ENGINEER, accumulating sand in the screen shall be removed by lowering the air lift set to the bottom of the well. After thoroughly jetting and surging the well with the jetting tool, well development shall be performed using air lift at the base of the screen or directed by the ENGINEER.

C. Alternative methods of development may be submitted by the CONTRACTOR prior to implementation for ENGINEER review.

3.02 SURGE PUMPING

A. Using the test pump setup described in **Section 04000**, the CONTRACTOR shall pump surge the well until the discharge water is free of suspended material. The CONTRACTOR shall install a pump in the well capable of pumping steadily and in surges up to 2,000 gpm from the well through the Formation Water Disposal System. The CONTRACTOR shall surge the well frequently and be able to sustain a steady high flow rate as directed by the ENGINEER.

B. The CONTRACTOR shall assist the ENGINEER with any connections required to connect the ENGINEER's provided silt density index (SDI) testing equipment to the pump discharge. The CONTRACTOR shall provide, operate and maintain a clean auxiliary pump capable of maintaining 35 pounds per square inch (psi) for SDI testing. The auxiliary pump shall be plumbed to the well discharge for sampling and testing. The CONTRACTOR shall provide fittings and fabricate connections as needed to enable the ENGINEER to perform the SDI tests.

C. The CONTRACTOR shall measure static water level in the well prior to the start of development each day. Additionally, CONTRACTOR shall perform a specific capacity test daily, which shall include measurement of flow rate and simultaneous measurement of water level in the well. The pump shall be capable of a minimum discharge rate of 100 gpm with a minimum drawdown of 25 feet below the pump level. Test duration shall be 30 minutes with pumping water levels measured at the end of the 30-minute duration.

3.03 DATA COLLECTION

A. CONTRACTOR shall complete daily development summary forms provided by the ENGINEER, including daily static water level measurements, pumping water level measurements, pumping rates, and sand (Rossum) tests.

B. Throughout development and at completion of development, as directed by and in the presence of the ENGINEER, the CONTRACTOR shall measure the total depth of the well. If significant in-filling has occurred, as determined by the ENGINEER, the CONTRACTOR shall proceed to clean out the borehole to the original total depth.

3.04 DISCHARGE WATER

A. Discharge water generated during construction activities shall be discharged to the CONTRACTORs formation water disposal system and subsequently to the designated outfall location. Settling and treatment of formation water to be discharged is the CONTRACTOR's responsibility and shall be in accordance with all applicable regulations and **Section 05000**. The CONTRACTOR shall set up and maintain discharge water transmission piping, as required in **Section 05000**. Discharge water shall always be contained and under control by the CONTRACTOR.

B. The CONTRACTOR is solely responsible, by any and all methods necessary, to meet the requirements for discharge of water. If the CONTRACTOR fails to fulfill proper requirements of discharge water, the CONTRACTOR is responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER.

END OF SECTION

SECTION 03600

WELL SCREEN AND GRAVEL PACK

PART I GENERAL

1.01 SCOPE OF WORK

This section covers the work, equipment and materials necessary for furnishing and installing the well screen and gravel pack.

1.02 SUBMITTALS

A. Provide data on all proposed additives and manufacturer's specifications.

B. Provide manufacturer’s specifications and technical data on all screens and gravel to be provided for well construction.

C. Provide grain size distribution data on gravel pack and a 16-ounce sample prior to use for ENGINEER review and approval. Each subsequent gravel purchased by the CONTRACTOR shall have updated gravel grain size analyses and 16-ounce sample submitted to the ENGINEER for review and approval. It is the CONTRACTOR’s responsibility to provide gravel throughout the project that matches submittal approved gravel with no less than 90% retained on the well screen.

D. Provide shop drawings showing screen/PVC casing transition coupling.

PART II PRODUCTS

2.01 GENERAL REQUIREMENTS

A. All screens shall be approved for use in municipal public supply wells, and to the specifications as outlined. The CONTRACTOR shall furnish, satisfactorily install and gravel pack each string of well screen and riser casing. All screens, riser casings, couplings, and adapters shall be new, unused, in good physical condition, and delivered to the site in the original protective wood crates as provided by the manufacturer. Warped or damaged materials will be rejected.

B. The well screen to be used in the construction of the production well shall be 16-inch diameter, continuous slot, type 316 stainless steel well screens, of V-slot design, as manufactured by Johnson Well Screens, Inc., or approved equal. Screen sections shall be joined by welding or by threaded and coupled connections. If welded, the weld will not decrease the corrosion resistance of the screen.

C. The ENGINEER will determine the screen slot size within 5 working days of borehole drilling completion. Blank sections within the screened interval shall be "tight wound" type 316 stainless steel screen having less than 0.001" slot openings.

D. The Bidding Documents indicate an estimate of the screen length. Actual lengths shall be determined by the ENGINEER.

E. The bottom of the screen shall be fitted with a 16-inch diameter, 316 stainless steel flat plate welded to the screen.

2.02 RISER CASING

A. Riser casing shall consist of 16-inch diameter SDR17 Johnson well casing. For estimation purposes, the riser interval is shown on the project drawings; however, the amount of riser required may change based on the results of drilling. The riser will be continuous from the top of the screen to land surface or as determined by the ENGINEER.

B. The riser casing will be securely connected to the stainless-steel screen by a method approved by the screen manufacturer and the ENGINEER. The CONTRACTOR is responsible for the intact placement of the screen and riser pipe to the depth specified by the ENGINEER.

2.03 CENTERING GUIDES

A. Casing centering guides (centralizers) shall be placed on the screen and casing, prior to installation, at 30 feet intervals with the first set of centralizers placed within 5 feet from the bottom of the screen. Centralizers shall be fixed to the casing at weld ring or coupling locations. Centralizers shall be aligned so that they do not interfere with the installation of gravel and cement installation tubing.

B. Centralizer material shall be stainless steel when attached to stainless steel, and either stainless steel, or approved alternative, when attached to PVC. Guides shall be welded when attached to steel; and screw attached using ¼-inch screws or lags that penetrate not more than 80 percent of the coupling and casing when attached to PVC. Any casing penetrated will be rejected and shall be replaced at the CONTRACTOR’s expense.

C. Centralizer material shall be non-ferrous and will not be attached by drilling into the casing. No ferrous materials will be used for attachment.

2.04 GRAVEL PACK MATERIAL

A. Gravel pack material shall have a minimum of 95% silica, sorted and graded so that there is minimum 90% retention on the well screen installed. Gravel pack supplier

shall be located within the State of Florida. It is the CONTRACTOR's responsibility to provide gravel throughout the project that matches submittal approved gravel with no less than 90% retained on the well screen. Gravel pack must be approved by the ENGINEER prior to installation.

PART III EXECUTION

3.01 GENERAL

A. Screens and casing risers shall be installed as described in the specifications and drawings. Actual casing depths will be determined by the ENGINEER.

B. The screen assembly and installation method shall be approved in advance by the ENGINEER and be consistent with manufacturer specifications.

C. Gravel pack will be installed in a water slurry by the tremie method. The base of the tremie pipe shall be placed at the gravel placement depth and be moved upward consistent with the gravel fill depth. The gravel pack shall be carefully installed to insure complete filling of the annular space from the bottom of the hole to a minimum of 20 feet above the base of the outer casing or as specified by the ENGINEER. During gravel placement, the free fall distance between the gravel in place and the lower end of the construction tremie shall not exceed 20 feet.

D. Water required for the construction of the well shall be clean, potable, and meet primary and secondary drinking water standards pursuant to Chapter 62-550 Florida Administrative Code.

E. After gravel placement, additional gravel may be required during development or other well construction procedures. Placement of additional gravel shall be performed as outlined above until no further measurable settlement of the gravel pack or as determined by the ENGINEER.

F. Screen or casing failure by any means, including but not limited to: collapse, breakage, separation, dents, tears or rips during construction, that in any way impair the use of the well in the opinion of the ENGINEER, shall be repaired or replaced at the CONTRACTOR's sole expense.

G. Casing connections shall meet manufacturer specifications for water tightness. Connections shall have equal or greater strength as the casing itself.

END OF SECTION

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SECTION 03700

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section specifies cast-in-place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes.

B. Cast-in-place concrete includes the following:

1. Foundations, grade beams, walls and footings.

2. Slabs-on-grade.

3. Foundation walls.

4. Site paving.

5. Equipment pads and bases.

6. Miscellaneous concrete work as indicated.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1.03 SUBMITTALS

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.

B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, water stops, joint systems, curing compounds, dry-shake finish materials, and others if requested by ENGINEER.

A. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 Details and Detailing of Concrete Reinforcement showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.

B. Samples of materials as requested by ENGINEER, including names, sources, and descriptions, as follows.

C. Laboratory test reports for concrete materials and mix design test.

D. Material certificates in lieu of material laboratory test reports when permitted by ENGINEER. Material certificates shall be signed by manufacturer and CONTRACTOR, certifying that each material item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. American Concrete Institute (ACI) 301, Specifications for Structural Concrete.

2. ACI 318, Building Code Requirements for Reinforced Concrete.

3. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice.

B. Concrete Testing Service: Engage a testing agency acceptable to ENGINEER to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at CONTRACTOR's expense.

PART 2 – PRODUCTS

2.01 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use plywood complying with U.S. Product Standard PS-1 AB-B (Concrete Form) Plywood, Class 1, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two (2) edges and one (1) side for tight fit.

C. Forms for Cylindrical Columns and Supports: Metal, glass-fiber-reinforced plastic, or paper or fiber tubes that will produce smooth surfaces without joint indications. Provide units with sufficient wall thickness to resist wet concrete loads without deformation.

D. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 mg/1 volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

E. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no metal closer than 1.5 inches to the plane of the exposed concrete surface.

1. Provide ties that, when removed, will leave holes not larger than one (1) inch in diameter in the concrete surface.

2.02 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Steel Wire: ASTM A 82, plain, cold-drawn steel.

C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.

D. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

2.03 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I.

1. Use one (1) brand of cement throughout Project unless otherwise acceptable to ENGINEER.

B. Fly Ash: shall be allowed with a 20 percent by weight maximum proportion.

C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.

1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.

2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to ENGINEER.

D. Lightweight Aggregate: If shown on Drawings, use ASTM C 330.

E. Water: Potable.

F. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.

G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

H. Water-Reducing Admixture: ASTM C 494, Type A.

I. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

J. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.

K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.

L. Capillary Barrier: Under all interior slabs on grade, use four (4) inch layer of flume sand.

M. Vapor Retarder: Provide vapor retarder that is resistant to deterioration when tested according to ASTM E 154, as follows:

1. Polyethylene sheet not less than six (6) mils thick.

N. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Waterproof paper.

2. Polyethylene film.

3. Polyethylene-coated burlap.

O. Liquid Membrane-Forming Curing Compound: Liquid-type membrane-forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more that 0.55 kg/sq. meter when applied at 200 sq. ft./gal. Use Type 1-D on exterior concrete pavements and walks.

1. Provide material that has a maximum volatile organic compound (VOC) rating of 350 mg per liter.

2.04 PROPORTIONING AND DESIGNING MIXES

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use an independent testing agency acceptable to ENGINEER for preparing and reporting proposed mix designs.

1. Do not use the same testing agency for field quality control testing.

B. Submit written reports to ENGINEER of each proposed mix for each class of concrete at least fifteen (15) days prior to start of Work. Do not begin concrete production until proposed mix designs have been reviewed by ENGINEER.

C. Design mixes to provide normal weight concrete with the following properties as indicated on drawings and schedules:

1. If not shown on Drawings, concrete for foundations shall be 3500 psi, slabs-on-grade, columns and beams shall be 4000 psi, 28-day compressive strength normal weight. Water-cement ratio 0.50 maximum (non air-entrained), 0.45 maximum (air-entrained). Minimum cement factor = 489 lbs./c.y. Water reducing admixture is required.

2. If not shown on Drawings, concrete grout for CMU pier, bond beam, and lintel fill: 3500-psi, 28-day compressive strength; conforming to ASTM C 416 standard specification: Mixture of 2, 2, 1.5 (Portland Cement, Sand, Pea Gravel: Nine (9) inch design slump: 3/8-inch maximum size pea gravel.

D. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

1. Ramps, slabs, and sloping surfaces: Not more than four (4) inches.

2. Concrete Footing Shafts: Slump range of five (5) to eight (8) inches.

3. Grade Beams: Slump range three (3) to five (5) inches.

4. Slabs and Pavements on Grade: Maximum slump five (5) inches.

5. Concrete grout for CMU pier, bond beam, and Lintel Fill-Slump range seven (7) inches to nine (9) inches.

6. Concrete containing high-range water-reducing admixture (super-plasticizer): Not more than eight (8) inches after adding admixture to site-verified two (2) to three (3) inch slump concrete.

7. Other concrete: Not more than four (4) inches.

E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by CONTRACTOR when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by ENGINEER. Laboratory test data for revised mix design and strength results must be submitted to and accepted by ENGINEER before using in Work.

2.05 ADMIXTURES

A. Use water-reducing admixture in all 3000 psi or higher strength concrete.

B. Using high-range water-reducing admixture (super-plasticizer) in concrete, as required, for placement and workability.

C. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 degrees F (10 degrees C).

D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content of 5 percent with a tolerance of plus or minus 1.5 percent.

E. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.06 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.

1. When air temperature is between 85 degrees F (30 degrees C) and 90 degrees F (32 degrees C), reduce mixing and delivery time from 1.5 hours to 75 minutes, and when air temperature is above 90 degrees F (32 degrees C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 GENERAL

A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.02 FORMS

A. General: Design, erect, support, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits.

1. Provide Class A tolerances for concrete surfaces exposed to view.

2. Provide Class C tolerances for other concrete surfaces.

B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.

C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.

D. Provide temporary openings for clean-outs and inspections where interior area of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.

E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

3.03 VAPOR RETARDER/BARRIER INSTALLATION

A. General: Place vapor retarder/barrier sheeting in position with longest dimension parallel with direction of pour.

B. Lap joints six (6) inches and seal with manufacturer's recommended mastic or pressure-sensitive tape.

3.04 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for Placing Reinforcing Bars, for details and methods of reinforcement placement and supports and as specified.

1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Enginner.

D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one (1) full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.05 JOINTS

A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to ENGINEER.

B. Provide keyways at least 1.5 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.

C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.

D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

3.06 INSTALLING EMBEDDED ITEMS

A. General: Set and build into formwork anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached.

B. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and contours in finished surfaces. Provide and secure units to support screed strips using strike-off templates or compacting-type screeds.

3.07 PREPARING FORM SURFACES

A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.

B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer’s instructions.

3.08 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. General: Comply with ACI 304, Guide for Measuring, Mixing, Transporting, and Placing Concrete, and as specified.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than twenty-four (24) inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete complying with ACI 309.

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least six (6) inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.

E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.

1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.

2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

3. Maintain reinforcing in proper position on chairs during concrete placement.

F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

G. When air temperature has fallen to or is expected to fall below 40 degrees F (4 degrees C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F (10 degrees C) and not more than 80 degrees F (27 degrees C) at point of placement.

1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 degrees F (32 degrees C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is CONTRACTOR's option.

2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.

3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.

4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to ENGINEER.

3.09 FINISHING FORMED SURFACES

A. Rough-Formed Finish: Provide a rough- formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding ¼-inch in height rubbed down or chipped off.

B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, damp-proofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.10 MONOLITHIC SLAB FINISHES

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and where indicated.

1. After placing slabs, finish surface to tolerances of FF 15 (floor flatness) and F L 13 (floor levelness) measured according to ASTM E 1155. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and where indicated.

1. After screening, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to tolerances of FF 18 (floor flatness) and FL 15 (floor levelness) measured according to ASTM E 1155. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.

1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to tolerances of FF 20 (floor flatness) and FL 17 (floor levelness) measured according to ASTM E 1155. Grind smooth any surface defects that would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.

E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with ENGINEER before application.

3.11 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.12 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer’s instructions after screening and bull floating, but before power floating and troweling.

B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than seven (7) days.

C. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.

D. Provide moisture curing by the following methods:

1. Keep concrete surface continuously wet by covering with water.

2. Use continuous water-fog spray.

3. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a four (4) inch lap over adjacent absorptive covers.

E. Provide moisture-retaining cover curing as follows:

1. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least three (3) inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

F. Apply curing compound on exposed interior slabs and exterior slabs, walks, and curbs as follows:

1. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.

2. Use membrane curing compounds that will not affect surfaces to by covered with finish materials applied directly to concrete.

G. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

H. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.

1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

3.13 REMOVING FORMS

A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F (10 degrees C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimen's representative of concrete location or members.

C. Form-facing material may be removed four (4) days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.14 REUSING FORMS

A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use patched forms for exposed concrete surfaces except as acceptable to ENGINEER.

3.15 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to ENGINEER.

B. Mix dry-pack mortar, consisting of one part Portland cement to two (2) parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.

1. Cut out honeycombs, rock pockets, voids over ¼-inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than one (1) inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.

2. For surfaces exposed to view, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of ENGINEER. Surface defects include

color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.

1. Repair concealed formed surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.

1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.

2. Correct high areas in unformed surfaces by grinding after concrete has cured at least fourteen (14) days.

3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to ENGINEER.

4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least ¾-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

E. Repair methods not specified above may be used, subject to acceptance of ENGINEER.

3.16 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. General: The CONTRACTOR will employ a qualified testing agency to perform tests and to submit test reports.

B. Sampling and testing for quality control during concrete placement may include the following, as directed by ENGINEER.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

   a. Slump: ASTM C 143; one (1) test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

   b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each days pour of each type of air-entrained concrete.

   c. Concrete Temperature: ASTM C 1064; one (1) test hourly when air temperature is 40 degrees F (4 degrees C) and below, when 80 degrees F (27 degrees C) and above, and one (1) test for each set of compressive-strength specimens.

   d. Compression Test Specimen: ASTM C 31; one (1) set of four (4) standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

   e. Compressive-Strength Tests: ASTM C 39; one (1) set for each days pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day; one specimen tested at seven (7) days, two (2) specimens tested at 28 days, and one (1) specimen retained in reserve for later testing if required.

2. When frequency of testing will provide fewer than five (5) strength tests for a given class of concrete, conduct testing from at least five (5) randomly selected batches or from each batch if fewer than five (5) are used.

3. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

4. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.

C. Test results will be reported in writing to ENGINEER, Structural ENGINEER, ready-mix producer, and CONTRACTOR within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.

D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

E. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by ENGINEER. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

END OF SECTION

DIVISION 4

WELL TESTING

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SECTION 04000

PUMPING TESTS

PART I - GENERAL

1.01 SCOPE OF WORK

A. This section covers the labor, equipment, and material required to perform pumping tests on the well.

B. The CONTRACTOR shall be responsible for failure of equipment and materials associated with the pumping test, and for negligence on the part of the CONTRACTOR. In the event of such failure or negligence that results in necessitating re-running of the pumping test, the CONTRACTOR shall repeat the test at his own expense.

C. Under no circumstances shall the test pumping equipment create a vacuum within the well casing.

D. The CONTRACTOR shall manage discharge water as described below and in **SECTION 05000**.

1.02 SUBMITTALS

A. Provide certificates of calibration for flow meters to be used for flow measurement by the ENGINEER.

B. Submit a pump curve prior to installation for approval by the ENGINEER.

C. Provide manufacturer product data and calibration certificates, for ENGINEERS approval, of all data loggers and transducers used for testing.

D. Submit to the ENGINEER following completion of pumping testing recovery, all pressure transducer and data logger data from pump test background, pumping, and recovery periods.

PART II - PRODUCTS

2.01 TEST PUMP

A. Furnish the necessary instruments and pumping equipment capable of pumping at a steady rate ranging from 200 gpm to 2,000 gpm with a throttling device and gate valve so that the flow rate can be adjusted as directed by the ENGINEER.

B. Furnish a gate valve, orifice plate, and manometer to control and measure discharge.

C. Provide and install two (2), 1-inch I.D. drop tubes between the pump column and casing, from the water level access fitting at the wellhead to 5 feet above the pump intake or as directed by the ENGINEER. The drop tube shall enable the ENGINEER to manually measure water levels without interference of the pump, pump column, or electronic water level monitoring equipment.

D. The CONTRACTOR shall provide a pressure transducer, data logger, and logger well cap seal for water level measurement prior to, during, and after pump testing. The CONTRACTOR shall coordinate with the ENGINEER to determine the type of transducer and logger required for the anticipated drawdown, static water level logging periods, pumping periods, and recovery periods. The ENGINEER shall determine data recording frequency and format. Data shall be precise, accurate, and match manual water level measurements. Imprecise or inaccurate data shall be rejected requiring pumping tests and monitoring to be repeated at the CONTRACTOR's expense. Electronic data shall be submitted to the ENGINEER. The data logger will be installed in the well a minimum of 12 hours prior to and remain a minimum of 12 hours following the pumping tests for the purpose of collection of background and recovery water level data.

2.02 FLOW METER

A. Provide a calibrated flowmeter with direct measurement and a totalizer to measure flow. Anticipated metered flows shall range from 200 to 2,000 gpm. Certification shall be no older than 60 days prior to notice to proceed and attest to a precision of 95 percent or greater for the range of the meter.

2.03 DISCHARGE PIPING

A. Provide all pipe, fittings, and valves required to transmit discharge water from the pump to the Formation Water Disposal System identified in **Section 05000**.

PART III - EXECUTION

3.01 PUMPING TESTS

A. Install and operate the pumping test equipment. Pumping tests shall consist of one 6-hour step drawdown test (2 hours/step) and one 4-hour constant rate test, at rates determined by the ENGINEER. The CONTRACTOR shall determine the appropriate engine and gate valve settings for the desired pumping rate prior to the test date in order to achieve a constant rate as soon as possible after the start of each test/test step.

B. Sufficient time shall be permitted for the ENGINEER to collect a static water level in the well. The static water level shall be measured by the CONTRACTOR prior to the start of pumping each day.

C. The CONTRACTOR shall assist the ENGINEER with connections required to connect the ENGINEER's provided silt density index (SDI) testing equipment to the pump discharge. The CONTRACTOR shall provide, operate, and maintain a clean auxiliary pump capable of maintaining 35 pounds per square inch (psi) for SDI testing. The auxiliary pump shall be plumbed to the well discharge for sampling and testing. The CONTRACTOR shall provide fittings and fabricate connections as needed to enable the ENGINEER to perform the SDI tests through the duration of the pumping test.

3.02 DISCHARGE WATER

A. Discharge water generated during rehabilitation shall be discharged to the CONTRACTOR's formation water disposal system. Settling and treatment of formation water to be discharged is the CONTRACTOR's responsibility and shall be in accordance with all applicable regulations and **Section 05000**. The CONTRACTOR shall set up and maintain discharge water transmission piping, as required in **Section 05000**. Discharge water shall always be contained and under control by the CONTRACTOR.

B. The CONTRACTOR is solely responsible, by any and all methods necessary, to meet the requirements for discharge of water. If the CONTRACTOR fails to fulfill proper requirements for the discharge of water, the CONTRACTOR is responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER.

END OF SECTION

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SECTION 04200

WELL FACILITY DISINFECTION AND WATER QUALITY SAMPLING

PART I - GENERAL

1.01 SCOPE OF WORK

A. Provide labor, equipment, and materials to disinfect the Production Well pursuant to the requirements of AWWA C654; including pump facilities, wellhead, and piping according to the requirements of AWWA C-601.

B. Provide labor, equipment, and materials to perform analytical tests on the well. The CONTRACTOR shall subcontract an analytical laboratory to perform sampling and analytical services. The laboratory shall be certified to perform the scope of work by the Florida Department of Environmental Protection and local health department regulations.

C. Bacteriological analytical testing must match method preferred by OWNER.

D. Provide labor, equipment, and materials to perform analytical tests including (1 complete set) Chapter 62-550 Florida Administrative Code (FAC) drinking water analysis on each production well (including asbestos). The CONTRACTOR will subcontract an analytical laboratory to perform the scope of work by the Florida Department of Environmental Protection and Palm Beach County Health Department.

E. All materials used in well construction, including but not limited to well casings, screens, gravels, risers, centralizers, drilling water, pump and motor, must be cleaned and disinfected prior to installation in the well. Passing of bacteriological clearance is the sole responsibility of the CONTRACTOR.

1.02 SUBMITTALS

A. State and County certifications for proposed laboratory. Bacteriological analytical testing method must match method preferred by OWNER.

B. Provide sampling reports, disinfection forms, completed chain of custody forms, and analytical results for all consecutive sampling events. Laboratory reports shall be submitted within 30 days of receipt of samples by the laboratory.

C. MSDS for all products to be used for disinfection a minimum of 15-days prior to commencement of disinfection.

PART II - PRODUCTS

2.01 MATERIALS

A. Free chlorine liquid or gas.

B. Sodium Hypochlorite.

C. Steriline.

PART III - EXECUTION

3.01 WELL FACILITY DISINFECTION

A. Provide notice to ENGINEER 48 hours in advance of treatment. ENGINEER may be present for disinfection and must have proper notification prior to work.

B. Post warning notices and secure the well facility from unauthorized access or use. Secure the area.

C. The CONTRACTOR shall disinfect the wells as soon as construction of the wells and cleaning procedures have been completed. The CONTRACTOR shall carry out adequate cleaning procedures immediately preceding disinfection where evidence indicates that normal well construction and development work have not adequately cleaned the wells. All oil, grease, soil, and other materials, which could protect bacteria from disinfectants shall not be allowed in the hole. If evidence indicates that this material has entered the hole, it shall be thoroughly removed. The cleaning operation is to be carried out by pumping and swabbing only. Where test pumping equipment is to be used, such equipment shall be thoroughly scrubbed, or otherwise cleaned of foreign material.

D. Mix a sufficient concentration of chlorinated water solution to maintain 200 parts per million chlorine residual throughout the well, pump, and added piping facilities. The pump and motor shall not be exposed to chlorinated water solutions with concentrations above 500 ppm. The recommended pH of chlorine solutions is between 5.5 and 6.8. Any well components sensitive to free chlorine or disinfecting agents will be disinfected and installed separately to prevent damage.

E. Disinfection procedures shall ensure that the disinfecting agent is uniformly applied throughout the entire water depth of the wells, without relying on subsequent mechanical or surging action for dispersing the disinfectant. For this purpose, the disinfecting agent shall be furnished or prepared in liquid form and placed in the well through a hose or tremie of sufficient length to extend to the bottom of the well. The disinfecting agent shall be applied through the hose, which is to be raised and lowered, to achieve uniform distribution of the solution throughout the well.

F. All portions of the well above the water shall be maintained in a damp condition with water containing the required concentration of disinfecting agent for a period of not less than 20 minutes. The disinfecting agent shall be left in the well for a period of at least 24 hours.

G. After a 24 hour or longer contact period, the well is to be pumped to clear it of the disinfecting agent. The disposal point for the purged water shall be selected so as to minimize potential damage to aquatic life or vegetation.

H. All water used for treatment shall be potable and from an ENGINEER approved source.

I. The complete disinfection program and methods followed, especially if materially different from those specified, shall be in accordance with directives of the Florida Department of Environmental Protection (FDEP), Division of Health and all methods employed shall have their approval. Final approval of the bacterial samples shall be received from the FDEP and Palm Beach County Health Department prior to the time that the system is placed into operation.

J. Prepare and submit '*Surficial Aquifer Well Disinfection Reporting Form'* for each disinfection.

3.02 BACTERIOLOGICAL ANALYSIS

A. Purge detectable chlorine solution from the well facility.

B. Collect ten (10) consecutive water samples at an approved location starting 48 hours after disinfection procedure. Not less than 8 hours will elapse between sample collection events. No more than two (2) samples shall be collected per day. Sample collection and handling procedures shall be in accordance with a State approved laboratory quality assurance plan by an experienced sampling technician.

C. Any system disinfection (or any component thereof) sample collection, or analysis, required after an unsuccessful first attempt, shall be conducted at the CONTRACTOR's expense.

3.03 WATER QUALITY ANALYSIS

A. Purge a minimum of five (5) well volumes of formation water from the surficial aquifer production well. The CONTRACTOR shall coordinate with the ENGINEER and OWNER for water quality analysis.

B. Collect one set of water samples from the well for drinking water analysis. Sample analysis shall include all drinking water parameters required in Florida Department of Environmental Protection, Chapter 62-550 FAC, and Article 14, Section B of the Palm Beach County Unified Land Development Code, latest revision. Sample collection and handling procedures shall be in accordance with a State approved laboratory quality assurance plan by an approved sampling technician.

C. Water samples shall be analyzed by an approved independent certified laboratory in accordance with state and local regulations.

END OF SECTION

SECTION 04400

PRODUCTION WELL ACIDIZATION

PART I - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, equipment, and materials required for acidization.

B. The CONTRACTOR shall provide superintendents in the field with acidization experience who meet the minimum requirements as outlined in the Bidder's questionnaire form.

C. The CONTRACTOR shall provide redundancy in onsite field equipment required to safely perform acidization.

D. The CONTRACTOR is advised that acid treatment and associated setup includes pumping acid into the well, monitoring of the well, and treatment and disposal of spent acid until discharge water returns to a consistent and repeated pH measurement of 6.5 or higher. Once discharge water has returned to an acceptable pH and specific conductance, the CONTRACTOR shall perform a specific capacity test to determine whether additional acid treatment is required. The post acidization specific capacity test shall be performed at a rate equal to the pre-acidization specific capacity test and prior to setting up for pump development. Acidization treatment shall be considered complete upon inspection and approval by the ENGINEER. All costs associated with acid treatment including the purging of spent acid water and the initial specific capacity test are to be included in the unit price for acid treatment setup. The CONTRACTOR shall not bill against pump development nor pump testing for time spent flowing the well to remove spent acid and/or return to an acceptable pH and specific conductance.

E. Upon completion of successful acid treatment as accepted and approved by the ENGINEER, the CONTRACTOR shall remove the acid treatment setup and continue to subsequent rehabilitation tasks including well development. The CONTRACTOR shall allow for up to five (5) work days, from the time that spent acid has been removed from the well and performing specific capacity testing, for the ENGINEER to determine whether additional acid shall be injected.

1.02 SUBMITTALS

A. Acidization header drawing including location of acid line, water injection line, gas bleed line, associated pressure gauges, and other access ports as needed to complete the scope of work.

B. Prior to acidization, CONTRACTOR shall provide plan for acidization, temporary acid storage, containment and safety plan for approval by ENGINEER.

C. Provide all chemical manufacturer information including NSF Standard 60 Certification and the Material Safety Data Sheets (MSDS) for all chemicals proposed for use in the well.

D. Provide acid transportation manifests and load weight tickets.

PART II - PRODUCTS

2.01 ACID

A. Furnish ENGINEER approved quantity of 20 Baume strength, 32 percent hydrochloric acid (food service grade) per well.

B. The CONTRACTOR shall ensure proper design and containment of acid pumps, hoses, fittings, and storage tanks and secondary containment to prevent spillage.

C. Place chemical resistant PacTank (or equivalent) portable spill containment berm on ground where chemical transports and tanks are to be spotted. Additional containment berm shall be placed along hose routes beneath hoses and fittings.

2.02 SODIUM BICARBONATE

A. Furnish sufficient sodium bicarbonate to manually distribute around the wellhead, acid hoses, valves, and truck to neutralize any acid in the event of a spill.

B. After acidization, prepare a sodium bicarbonate solution to raise the pH of the well development water to an acceptable level for disposal (pH between 6.5 and 8.5). pH testing shall be performed by the CONTRACTOR under the direction of the ENGINEER.

PART III - EXECUTION

3.01 PROCEDURE SEQUENCE

A. The CONTRACTOR shall perform acid treatment of the production wells as designated by the ENGINEER.

B. Each well shall be treated at a strength determined by the ENGINEER between a minimum strength of 3% hydrochloric acid and a maximum strength of 32% (20 Baume) hydrochloric acid. The CONTRACTOR shall include in the acidization plan the proposed procedure for adjusting the acid strength onsite. The plan shall include proposed methods to minimize degassing of the acid during mixing. The blend of hydrochloric acid outlined in the CONTRACTOR's acidization plan shall be based on requested blend ratios per the ENGINEER. The actual blend rate shall be dependent on the individual well response to acid procedure in the field.

C. The amount and strength of acid used may be adjusted based on results and individual well conditions as determined by the ENGINEER.

D. The CONTRACTOR shall furnish and be capable of installing a sufficient length of steel acid tubing inside the well to place the base of tubing at any depth (down to the total depth of the well), as directed by the ENGINEER. Final length of drop tubing will be determined by the ENGINEER primarily based on the review of the pre-acidization video survey. The drop tubing shall be attached to a temporary CONTRACTOR provided water tight assembly. The CONTRACTOR provided temporary acidization wellhead assembly shall have access for drop tubing, a two-inch water injection line, a gas only relief line at the top of the wellhead, fluid relief line, and a pressure gage fitting.

E. All access ports shall be fitted with isolation valves. The wellhead shall provide a tight seal up to 100 psi. Provide and install a pressure gage on the wellhead to monitor pressure at the wellhead.

F. Set up systems and controls required for acidization including, but not limited to temporary acid storage, containment, formation water treatment and disposal system, tanks, equipment, etc. required for acidization, monitoring, purging, neutralization and control as outlined in the CONTRACTOR's approved plan. The formation water treatment system shall be adequately sized so that acid can be removed from the well in one (1) day. The CONTRACTOR shall coordinate with the ENGINEER for inspection and approval of the setup prior to acidization of the well.

G. Pump the ENGINEER approved quantity and strength of acid through the drop tubing. The pumping method shall not introduce ambient air into the well. At all times the wellhead pressure shall be monitored and shall not exceed 50 psi. All equipment and materials must be approved by the ENGINEER.

H. It is the intent of these specifications to allow for two methods of acidizing. One method includes injecting "high strength" (32%) acid within a short duration and another method includes continuously injecting "weaker acid" for a long duration (up to 24 hours of continuous injection). The ENGINEER will coordinate with the CONTRACTOR on the initial acid method to be implemented prior to the CONTRACTOR setting up the acid equipment. The ENGINEER may require a different method based on the results of the first acid injection, should additional acidization be deemed necessary. The CONTRACTOR shall be capable of injecting acid at an approximate rate of 200 gpm (for a high strength acid) and be capable of injecting at a low rate for a duration up to 24 hours (for a lower strength acid).

I. Provide adequate water supply to pump up to three (3) well casing volumes of chase water, plus the drop tubing capacity. This volume may be more or less depending on conditions and the acid reaction. The chase water shall be metered and pumped into the well simultaneously through the drop tubing and through the casing. The pumping rate shall be a minimum 200 gpm or as designated by the ENGINEER. Chase water shall be potable water, chlorinated to 1 mg/l available chlorine. Pump equipment must be capable of overcoming maximum pressure at wellhead if pressure increases during acidization procedure.

J. If a second acid pump is to be performed, the CONTRACTOR shall purge the spent acid from the well between acid pumps until pH of the purged water is no less than 6.5, or as directed by the ENGINEER. The CONTRACTOR shall also perform a specific capacity test between acid pumps.

K. Following acidization, the CONTRACTOR shall remove spent acid continuously and purge water shall have a pH of 6.5 within one (1) day of completing the acid injection.

L. Casing pressures shall be monitored continuously by the CONTRACTOR for at least 12 hours following acid treatment. If required, excess gas pressure shall be bled off as needed. A gas relief pipe shall be extended a minimum of 50 feet away from the work area, downwind from any potential immediate receptor.

M. Using the drop tubing, a water sample shall be collected by the ENGINEER for analysis 12 hours after acid treatment. If required by the ENGINEER, the CONTRACTOR shall pump additional chase water into the well using the same method as Paragraph I.

N. Discharge well through the formation water disposal connection until water is clear with a pH of 6.5 or higher. Water with a pH below 6.5 shall be contained and treated using a sodium bicarbonate solution to neutralize residual acid or be removed from the site. Treated water shall only be discharged from the holding tank after approval by the ENGINEER. All discharge to the outfall location shall comply with all applicable discharge permits. CONTRACTOR shall remove spent acid within one (1) day.

O. Purging of spent acid shall be considered complete when discharge water from the well is clear with a pH of 6.5 or higher, the specific conductance of the well is comparable to pre-acid treatment specific conductance values, and a specific capacity test has been conducted on the well to determine if additional acid treatment is necessary. The specific capacity test shall be performed using a calibrated flowmeter to measure flow rates. The CONTRACTOR shall also furnish and implement a secondary method to measure flow rates as approved by the ENGINEER. An acceptable secondary method could include an orifice weir and manometer, volumetric method and/or other method approved by the ENGINEER.

END OF SECTION

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DIVISION 5

GROUNDWATER

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SECTION 05000

FORMATION WATER DISPOSAL SYSTEM

PART I - GENERAL

1.01 SCOPE OF WORK

A. Provide labor, equipment, and materials to furnish, assemble, and maintain pumps and transmission piping as required to transmit formation water from the CONTRACTOR's construction wellhead to CONTRACTOR settling tanks and to approved surface water discharge locations adjacent to or near the well sites.

B. The CONTRACTOR is prohibited from discharging formation water to the ground surface at the drilling site. All formation water discharged from the well must be contained at all times and be directed to the designated discharge location using the CONTRACTOR’s formation water disposal system.

C. Formation water shall be piped to the Lake Worth Drainage District (LWDD) L-8 canal, north of the well site. Formation water discharge must meet LWDD and Florida Department of Environmental Protection (FDEP) Generic Discharge Permit criteria for discharge.

D. The CONTRACTOR shall be responsible for all permitting including, but not limited to, LWDD ROW and FDEP generic discharge permits.

E. If the discharge location described above is not capable of handling maximum discharge rates as described in **Section 03500**, the CONTRACTOR shall utilize settling systems and storage tanks to settle solids and reduce turbidity prior to discharge to the final outfall location. The CONTRACTOR shall employ all means necessary to minimize, to the greatest extent possible, erosion and turbidity at the settling location and final outfall location.

F. The CONTRACTOR is solely responsible, by any and all methods necessary, to meet the requirements for discharge of water. If the CONTRACTOR fails to fulfill proper requirements of discharge water, the CONTRACTOR is responsible for complete restoration of the discharge location to the original condition at no cost to the OWNER.

G. The CONTRACTOR is solely responsible for the removal of discharged solids from any discharge location and restoration of discharge locations to their original condition to the satisfaction of the ENGINEER.

H. The CONTRACTOR shall cease water discharge operations if weather conditions impede available capacity of the discharge location.

1.02 SUBMITTALS

A. Submit a Best Management Practices plan including a schematic plan of all equipment, piping, silt and turbidity barriers planned for use during water discharge for approval by the OWNER and ENGINEER.

B. Submit an in-line flow meter calibration report to the OWNER and ENGINEER indicating calibration within the last 60 days.

C. Obtain a LWDD ROW and submit permit confirmation to the ENGINEER.

D. Obtain FDEP Generic Discharge Permit (62-621.300(2) FAC) and provide confirmation to the ENGINEER.

PART II - PRODUCTS

2.01 EQUIPMENT

A. The CONTRACTOR shall provide and maintain a transfer pump(s) capable of pumping the total volumes and anticipated maximum rates of discharge from the well as defined in **Section 03500**. The pump shall be used for transfer of water from the settling tanks to the designated discharge location.

B. The CONTRACTOR shall provide polyethylene (fusion welded), or approved equal, transmission piping, couplings, valves, reusable fittings, and other items needed to assemble, operate, and maintain the formation water disposal system. Multiple vessels shall be connected and sequential to provide sufficient retention time for solids separation prior to fluid discharge. Vessel layout and arrangement must be located within the designated construction area specified on the project drawings.

C. The CONTRACTOR shall furnish and install an in-line flow meter, calibrated within the last 60 days. The flow meter shall have a flow rate indicator and totalizer and be capable of measuring discharge rates at the maximum flow rate of the sediment control system in place.

D. The CONTRACTOR shall provide, operate, and maintain as many pumps as required to transmit water from the well to the outfall location. The pumps shall be capable of pumping at the maximum rates for the elements of work contemplated herein.

E. The CONTRACTOR shall employ all means necessary to minimize to the greatest extent possible erosion, turbidity at the settling location and final outfall location, and containment of discharge solids, including, but not limited to, the use of de-silting/de-sanding separators, settling tanks, vacuum truck for disposal of all drilling and well testing fluids, and turbidity barriers at the outfall location. The CONTRACTOR shall use an energy diffuser at the formation water disposal location

to aid in minimizing erosion. The CONTRACTOR shall minimize impact to OWNER's facilities and fully restore all areas used for formation water discharge.

PART III - EXECUTION

3.01 PREPARATION

A. Review final discharge location with ENGINEER to confirm proper location and to minimize impact to site erosion.

B. The CONTRACTOR shall be responsible for applying for, obtaining, and monitoring for an FDEP Generic Permit for Discharge of Ground Water from Dewatering Operations per 62-621.300(2) for discharge of water to all State water bodies including application fee. No water quality sampling is required in association with this application; however, flow (in GPD) must be measured (actual or estimated) and recorded once per week when discharging. The flow rate cannot exceed the design flow rate of the sediment control system in place. A record of weekly flow and a copy of the permit must be kept on-site for FDEP inspection. Although not required by the FDEP, the CONTRACTOR is required to monitor and measure turbidity throughout development to ensure turbidity is less than 29 NTU prior to discharge.

C. The CONTRACTOR shall use Best Management Practices (BMPs) and all means necessary to settle and clean discharge water prior to discharge to the State Water bodies, including but not limited to use of the settling tanks and floating turbidity barriers properly installed in receiving water body. Well drilling activities shall be adjusted accordingly, and corrective actions taken prior to any exceedances of regulatory requirements at the State Water bodies with respect to the CONTRACTOR’s discharge water. The CONTRACTOR shall employ all methods necessary to ensure the discharge water at the discharge point shall be clear, have a pH of no less than 6.0, less than 29 NTU turbidity, and meet FDEP requirements for Generic Permit for Discharge of Ground Water from Dewatering Operations 62-621.300(2).

D. Discharge directly into the outfall without settling systems shall not be permitted.

E. The CONTRACTOR shall review and comply with Lake Worth Drainage District (LWDD) permits and conditions, when applicable.

3.02 CONSTRUCTION

A. Assemble the transmission piping in accordance with the project drawings. Use high-density polyethylene (HDPE), fusion welded pipe, or other approved equivalent, that conforms to AWWA C906 or AWWA C905 for temporary formation water disposal piping. All fittings shall be fusion welded HDPE or approved equal.

B. The CONTRACTOR shall be responsible for providing and maintaining site access and road crossings for the access roads and associated appurtenances. The CONTRACTOR shall be responsible for maintaining access through the LWDD ROW at all times.

C. Discharge activities shall comply with specifications for all roadway and traffic controls. The CONTRACTOR shall take necessary precautions for the protection of the WORK and the safety of the public.

3.03 OPERATION

A. The formation water disposal piping and/or hosing shall be monitored continuously for leaks and possible problem areas. A thorough inspection of the complete pipeline and/or hosing shall be conducted daily prior to startup. Repairs shall be made prior to use.

B. The CONTRACTOR shall coordinate discharge formation water activities with the ENGINEER and OWNER. Operation of the Formation Water Disposal System shall be in accordance with appropriate FDEP permit regulations. If non-compliance occurs, discharge shall be discontinued until the monitored non-compliance levels are below permitted limits. The time required to comply will be considered incidental to the Work and shall not result in additional compensation to the CONTRACTOR.

C. Pumps shall be capable of pumping water at the anticipated maximum rates of flow. Throttling devices shall be provided on the pumps to adjust the pumping rates accordingly. Valves shall be provided as needed to shut off flow and stop gravity drainage, if necessary.

D. Cleaning and disposal of discharge solids within the settling system shall be removed using a vacuum truck and disposed of in accordance with local, state, and federal regulations. Removal of these materials shall be considered incidental to the Work and shall not result in additional compensation to the CONTRACTOR.

E. The formation water disposal system may require modifications based on site specific activity and associated quality and quantity of discharge water generated. The CONTRACTOR shall not be compensated for these modifications and the costs should be included in the Lump Sum cost associated with Pay Item Formation Water Disposal System.

F. Cleaning of outfall canals shall be performed by the CONTRACTOR following completion of construction activities. The costs should be included in the Lump Sum cost associated with Pay Item Formation Water Disposal System.

END OF SECTION

DIVISION 11

EQUIPMENT

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SECTION 11214

SUBMERSIBLE WELL PUMPS

PART 1 - GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall furnish all labor, materials, equipment and supervision for the installation of one (1) submersible well pump as shown on the drawings and as specified herein. Pumps shall be capable of operating in conjunction with a Variable Frequency Drive (VFD). Materials and equipment shall include, but not be limited to: turbine bowl units, strainer, pump column, well head, surface plate and submersible motor, and Manufacturer-supplied electrical pump control panel, completely factory tested. Pump shall be provided by the CONTRACTOR for assembly and installation at the well site. The pump shall be controlled by the proposed control panel, to be furnished and installed by the CONTRACTOR. The pump motor controllers as required for the pump operation and protective devices as specified shall be provided by the pump Manufacturer in accordance with the materials description provided below for coordination by the CONTRACTOR.

B. The hydraulic conditions for the submersible well pump specified in Section 11214 will be determined following testing after the well is reconstructed. The final submersible well pump hydraulic conditions (flow, total dynamic head and efficiency) and motor horsepower will be determined by the ENGINEER following testing of the well. In the event of a significant change in the submersible well pump following construction and testing of the well, the contract price may be adjusted accordingly via a change order.

1.02 QUALITY ASSURANCE

A. The pump shall be assembled and configured in the Manufacturer’s primary location, and tested in the Manufacturer’s certified test facility for performance, and certified by the Manufacturer. Pump service representative shall be available at the site within 24 hours after notification by the OWNER.

1.03 SUBMITTALS

A. Shop Drawings - Submit shop drawings and product data for equipment furnished under this section in accordance with the General Conditions.

B. Operating and Maintenance Manuals - Furnish Operation and Maintenance Manuals in accordance with **Section 01300 - Submittals**, and **Section 01730 - Operation and Maintenance Manuals.**

C. Equipment Installation Certificate - The Manufacturer shall provide a written report, through the CONTRACTOR and endorsed in writing by the CONTRACTOR, certifying that the equipment has been properly installed, checked and is ready for placement into routine permanent service.

1.04 GUARANTEE

A. Submit written agreement from Manufacturer providing the Manufacturer's warranty statement on the pump and motor. The Manufacturer's warranty period shall be for two (2) years after the final acceptance of the equipment by the OWNER. The Equipment Manufacturer shall guarantee that the equipment furnished is suitable for purpose intended and free from defects of design, material and workmanship. In the event the equipment fails to perform as specified due to equipment defects, the Manufacturer shall promptly repair or replace the defective equipment without any cost to the OWNER (including handling and shipment costs).

1.05 PRODUCT DELIVERY

A. The equipment shall be factory assembled components delivered undamaged to the site. Care shall be taken so that no damage occurs during the shipping and unloading of the pump. They shall be capable of being set in place and field connected with minimal field assembly.

1.06 MANUFACTURER'S START-UP SERVICES

A. Furnish services of Manufacturer's technical representative to inspect the completed installation, correct or supervise correction of any defects or malfunctions, and instruct operating personnel in proper operating and maintenance procedures as described in Part 3 of this Section.

1.07 CERTIFIED FACTORY PERFORMANCE TESTS REQUIRED

A. All pumps furnished for this project require the Manufacturer to performance test the pump bowl assembly in the factory per the requirements of the Hydraulics Institute (HI), and provide certified pump performance curves to the ENGINEER for their approval, prior to the pump being shipped to the project site for installation. HI guidelines shall be the criteria for pump performance testing and approval.

PART 2 - PRODUCTS

2.01 SUBMERSIBLE WELL PUMPS

A. Acceptable Manufacturer: The submersible well pump shall be designed and furnished in accordance with the latest Hydraulic Institute and AWWA Specifications. The pumping systems shall be provided by:

1. National Pump Company (Gorman-Rupp), SJ10HC – 3 Stage.

2. The Peerless Pump Company, 12LD/HC – 1 Stage.

3. Goulds Pump, VIS-12RJMC – 2 Stage.

B. Pump Operating Characteristics:

	Well No. 9
1. Size of well	16 in. – PVC SDR 26
2. Depth of well	180 feet ±
3. Standing water level below top of well	15 feet ±
4. Water level below the top of the well at rated capacity (estimated)	30-40 feet
5. Pumping head or pressure above the top of the well	33’
6. Total Dynamic Head (4 plus 5) at the design point	73’
7. Capacity of pump (approximate)	1,000 gpm
8. Water temperature	68-72°F
9. Length of drop pipe (excluding bowl unit and motor)	80 feet
10. Minimum efficiency at design point	76%
11. Motor horsepower	30
12. Pump speed	1,800 rpm

C. Motor: Motor shall conform to the National Electrical Manufacturer’s Association (NEMA) specifications for submersible motors, Latest Edition. The motor thrust

bearing shall be sized to carry the weight of all rotating parts plus the hydraulic thrust of the pump regardless of the direction of rotation. The thrust bearing shall have sufficient capacity to permit the pump to operate for short periods with the discharge valve closed.

The motor shall be of the squirrel cage induction type, suitable for use with "soft starts". The motor shall be capable of continuous operation under water at the conditions specified. The power output shaft shall be 416 Stainless Steel (SAE 51416) or equivalent. All materials and fasteners exposed to well water shall be of 316L Stainless Steel. The motors shall be 460 VAC, 3 Phase, 1,800 RPM, with 3,500 pounds of down thrust, and 8.53 inch O.D. Motors shall have a 1.15 service factor.

D. Pump Motor Coupling: The pump motor coupling shall be constructed of 316 Stainless Steel and shall be capable of transmitting the total torque of the pump, regardless of the direction of rotation.

E. Pump Bowl Assembly: The pump bowl assembly shall include bowls made of close-grained cast iron, free from blow holes, sand holes or other detrimental defects, with a tensile strength of 30,000 psi. Each bowl shall have vitreous enameled flow passages. Each intermediate bowl shall be constructed with a bronze bearing and a neoprene bearing to support the impeller shaft. The bowl unit shall be capable of withstanding a hydrostatic pressure equal to twice the pressure at the rated capacity of 1.5 times the shutoff head, whichever is greater. The impeller shaft shall be made of 416 Stainless Steel. Each impeller shall be made of aluminum bronze, ASTM B-584, C95200 alloy, accurately machined and finished, and dynamically balanced and highly polished. Each impeller shall be securely fastened to the shaft with a 304 series Stainless Steel taper lock bushing. The bowl shall include a side seal at the impeller skirt. The bowl unit shall include a bearing to carry the momentary upthrust encountered at start-up. The bowl unit shall include a Stainless Steel, metal guard to protect the motor cable from abrasion during installation.

F. Interconnector: The interconnector shall be made of 316 Stainless Steel and shall couple the bowl unit to the motor. The interconnector shall include a bronze sleeve bearing with a length to shaft diameter ratio of at least 3:1 to protect the motor from radial loads. This bearing shall be protected from sand and grit by a labyrinth-type sand slinger. The interconnector shall completely enclose the upper motor end bell to protect the coupling and motor seal from abrasives. The interconnector shall include a suction screen which has a net open area at least four times the area of the eye of the impeller. The screen shall be made of 316 Stainless Steel.

G. Well Head: Refer to the well head detail on the construction drawings.

H. Drop Pipe: The drop pipe shall be 8-inch PVC Certa-Lok Pipe of the indicated length. Provide proper couplings and adapters to connect to surface plate and

submersible pump. Furnish one (1) spare section and coupling for each pump, delivered to the OWNER at start-up. Furnish one each Certa-Lok pipe adapter required to the OWNER as critical spare parts requirements for this project.

Submersible Cable: The submersible cable shall be sized to limit the voltage drop to less than one volt at the motor's terminals. Three (3) or six (6) separate conductors shall be furnished as required to fit through the pump discharge surface plate and its conduit connector. Each conductor shall be PVC jacketed and the conductors shall be included in a single jacketed, flat assembly. The conductor insulation shall be water and oil resistant, suitable for continuous immersion. The cable shall be factory installed, and shall be connected directly to the motor without splices. The length of cable to be furnished for each well pump shall be a minimum of 150 feet. The cable shall be supported from the column every ten feet by Stainless Steel strap clamps provided by the pump Manufacturer. No field splices will be allowed. The pump Manufacturer shall supply two spare splice kits to the OWNER as critical spare parts requirements for this project.

J. Safety Cables: Two safety cables shall be provided and shall be 316 Stainless Steel wire rope (7 x 19 Stainless Steel, U.S. Rigging Part No. W-12-010, 5/16 inch diameter). The length of individual cable to be furnished for each well pump shall be a minimum of 150 feet. The cables shall be supported from the column every 10 feet by Stainless Steel clamps provided by the pump Manufacturer. Wire rope clips shall be 316 Stainless Steel, U.S. Rigging part no. K-34-10.

K. Pump Check Valve: The check valve for the submersible well pump shall be Techno Check valves manufactured by Cameron. Double-door valve shall have a 316 Stainless Steel body, internal parts, and EPDM seals. Valve shall have a Certa-lok 316 Stainless Steel adapter grooved by IPS Certa-Lok connection. The check valve shall be sized such that additional nipples are not required for the operation of the check valve.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install pump, drive unit and accessories in accordance with plans, final shop drawings and Manufacturer's data.

B. All work shall be performed and all materials shall be in accordance with the National Electrical Code and applicable local regulations and ordinances. The CONTRACTOR shall, at his own expense, arrange for and obtain all necessary permits, inspections, and approval by the proper authorities in local jurisdiction of such work.

3.02 INSPECTION AND TESTING

A. Upon completion of installation, the CONTRACTOR, in the presence of the ENGINEER and a qualified Manufacturer's representative, shall test the system to insure the proper operation to the satisfaction of the ENGINEER.

B. Operating personnel shall be trained in operation and maintenance of equipment at start-up. Instruction shall be given in operation, service, adjustments and routine maintenance. Recommended spare lists and maintenance schedules shall be provided.

C. Start-up of well pumps and final sampling cannot occur until CONTRACTOR has completed installation of control panels and associated electrical work to each well site.

D. All pump assemblies shall be performance tested in the original Manufacturer's factory, with data sheets and a plotted performance curve submitted to the ENGINEER for their approval, prior to the shipment of the pump to the project site. Pumps shall be tested from shut off to run out with a minimum of ten (10) points tested. Test results shall be certified by a professional ENGINEER employed by the Manufacturer and the test curves shall be signed by that ENGINEER, bearing their professional seal.

E. Pump tests shall be performed by a calibrated test motor and data shall be provided to show pump performance in flow, head, power requirements, and efficiency. Only performance tests conducted in the Manufacturer's facility will be acceptable.

3.03 DISINFECTION

A. The well shall be disinfected in accordance with AWWA A100-97 and **SECTION 04200 – Well Facility Disinfection and Water Quality Sampling**. Bacteriological samples shall be taken and acceptable results obtained, in accordance with Florida Department of Environmental Protection requirements. All testing shall be paid for by the CONTRACTOR.

B. The well head and below grade piping shall be disinfected and tested from the pump flange to the connection point to the existing raw water main. Disinfection shall be in accordance with AWWA C651, C652, C653, and C654. Samples and testing shall be in accordance with Palm Beach County Health Department requirements.

END OF SECTION

DIVISION 15

MECHANICAL

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SECTION 15103

LINE STOPS

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall provide line stops, bypass piping, equipment supports, pipe supports, restraint and appurtenances, complete and operable and in accordance with the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02660 – Pipe and Fittings - General

1.03 SUBMITTALS

A. For all potable water applications, provide a signed certification statement indicating all interior components and linings that come into contact with the conveyed product shall comply with the requirements of NSF/ANSI 61.

B. The CONTRACTOR shall furnish submittals in accordance with the Section entitled "Submittals".

PART 2 - PRODUCTS

2.01 GENERAL

A. Line stopping shall consist of a mechanical plug inserted into an existing pipe through a penetration created by a tapping machine. Line stopping requiring shutdowns of the pipeline are not acceptable.

B. The plug shall temporarily isolate the flow in the line to allow cutting into the existing pipeline and permanent capping of the existing pipe.

C. For all potable water applications, all interior components and linings of the insert valve that come into contact with the conveyed product shall comply with the requirements of NSF/ANSI 61.

D. Prestressed Concrete Cylinder Pipe

1. Work requiring cutting, capping, tapping, and/or modification of existing prestressed concrete cylinder pipe (PCCP) in any manner shall be performed by specialty contractors with a minimum of ten (10) years experience performing work on PCCP type utilities and shall be capable of providing a reference list for recent projects involving PCCP type utilities including a minimum of fifteen (15) projects.

2.02 MATERIALS

A. The fitting shall be a full encirclement, pressure retention type slit tee consisting of two steel weldments: an upper flanged outlet saddle plate and a lower saddle plate. The saddle plates shall be matched and marked with some method of identification to ensure proper alignment of the two-part fitting in the field.

B. The upper flanged outlet saddle plate shall consist of a saddle plate with a minimum thickness of 0.375-inches, outlet nozzle and flange. The interior of the saddle plate shall be grooved to retain a gasket which shall seal the saddle plate to the exterior of the existing potable water main. The lower saddle plate shall be a minimum 0.375-inch thickness.

C. The nozzle of the fitting shall be fabricated from steel pipe (ASTM A234). The nozzle shall be bored to accommodate the plugging head. A circular shoulder shall be machined into the nozzle to seal the circumferential gasket carried on the plugging head.

D. The outlet of each fitting shall be machined from a 150 lb. forged steel flange (ASTM A181 or A105) of from pressure vessel steel plate (ASTM A285, Grade C); flat faced and drilled per ANSI B16.5. Suitable independently operated locking devices shall be provided in the periphery of the flange to secure the completion plug.

E. Facing and drilling of the blind flange shall be compatible with the outlet flange. Minimum blind flange thickness shall be that of AWWA Specification 207, Class D.

F. The completion plug shall be machined and shall contain circumferential grooves to receive the locking device from the flanged outlet and to contain a compressible O-ring to seal pressure tight against the bore of the flanged outlet.

G. EPDM Gaskets shall be molded from elastomer compounds resistant to compression settings and compatible within a temperature range of 32 to 140 degrees Fahrenheit.

H. Bolting materials shall be carbon steel in accordance with ASTM A307 with dimensions conforming to ANSI B18.2.1.

I. Line stop machinery shall consist of a cylindrical plugging head that contains a flat, expandable elastomer sealing element. The plugging head is advanced into and retracted from the main by means of a linear actuator. When retracted, the plugging head and carrier are housed in an adapter, bolted tightly between the tapping valve and the actuator.

J. The sealing element shall be monolithically molded from a suitable polyurethane compound. The element shall be flat in a plane perpendicular to the flow in the main. The minimum thickness of the element shall be 4-inches. The bottom of the element shall be semi-circular to conform to the bore of the existing water main.

K. The diameter of the plugging head shall be slightly smaller than the flanged nozzle of the fitting. The plugging head shall have a circumferential gasket seal against the shoulder in the flanged nozzle. The gasket shall also seal against the sealing element to prevent bypass around the plugging head.

2.03 ACCEPTABLE SUPPLIERS

A. Tapping Services and line stopping services shall be provided by the following service providers, or approved equal:

1. Rangeline
2. EA Tapping
3. T.D. Williamson, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION

A. CONTRACTOR shall clean (through the use of power wire brush, grinding tools or other non- destructive methods) the exterior of the potable water main to ensure any debris, corrosion deposits, or other surface irregularities that could interfere with proper seating and sealing of the fitting to the water main are removed.

B. CONTRACTOR shall provide thrust and support blocking for the tapping machinery and the existing water main prior to proceeding with installation of the line stopping equipment.

C. CONTRACTOR shall furnish and install bypass piping (up to 50 feet in length total) between installed line stop units to maintain water main functionality. The bypass piping shall be allowed to be one pipe diameter size smaller than the existing water main that the line stop is being performed on. CONTRACTOR shall furnish and install adequate support, bracing and restraint on the bypass piping.

END OF SECTION

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DIVISION 16

ELECTRICAL

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SECTION 16000

ELECTRICAL GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. The general provisions of the Contract, including General Conditions, apply to all the work specified in the Electrical 16000 Sections.

1.02 LAWS, PERMITS, FEES AND NOTICES

A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. CONTRACTOR shall be licensed Electrical CONTRACTOR in the county of construction.

1.03 DEPARTURES

A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the ENGINEER for advance written approval, prior to departure.

1.04 GUARANTEES

A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.

B. The OWNER reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the ENGINEER.

1.05 AS-BUILT INFORMATION

A. A set of “red-lined” electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of conduits, pull-boxes, circuit numbers, and other information required by the ENGINEER.

1.06 JOB SITE VISIT

A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the work, but which may not be shown on drawings or described within these Specifications.

1.07 CLEANUP

A. Maintain a continuous cleanup during the progress of the work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

1.08 CUTTING AND PATCHING

A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the ENGINEER for any alterations to structural members before proceeding.

1.09 MAINTENANCE

A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the OWNER.

1.10 WATERPROOFING

A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

1.11 TESTS

A. Conduct an operating test of equipment prior to the ENGINEER’s approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the ENGINEER or an authorized representative. The Electrical CONTRACTOR shall furnish all instruments, electricity and personnel required for the tests.

1.12 SUMMARY OF ELECTRICAL WORK

A. The existing OHE primary voltage power lines that provide the existing 480V service for Well No. 9 equipment will be temporarily rerouted/relocated by FPL in the areas near the well, and diverted in order to allow for the well rig driller to have safe working space to locate the drilling rig and overdrill existing Well No. 9. This temporary re-routing of the primary overhead electrical lines is to be carried out by FPL and the electrical equipment demolition may be done before this FPL work begins. CONTRACTOR shall coordinate with FPL, ENGINEER and Village staff for demo work. Once drilling has been completed, FPL will return to re-configure the overhead primary voltage lines to pre-existing conditions. Therefore, the CONTRACTOR may need to provide some level of coordination with FPL between the demolition of the existing electrical equipment, prior to beginning to install the proposed Well No. 9 equipment, and prior to providing the new underground 480V service from the FPL WPP transformer pole.

B. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically, the work includes, but is not necessarily limited to:

1. Demo of existing well 9 equipment, this work will be done early in the project and installation will not commence till all the drilling of the new well has been completed (at least three to four months' time frame between demo work and installation of new equipment).

2. Power coordination with FPL for new 480V U.G. service.

3. Power and control raceways and wire.

4. Power distribution including meter, main, well control panel with VFD, PLC and RTU equipment. Refer to the VFD specification and also the I&C systems, there is a base bid (hard wired communications between VFD and PLC, and Alternate bid item where Ethernet communications between VFD and PLC is used instead)

5. Grounding and lightning protection of equipment and field instruments, surge protection.

4. Installation and connection of field I&C instruments and equipment.

5. Installation of RTU Antenna for Control Panel radio telemetry.

6. Temporary and permanent power service as required.

7. Testing and startup of equipment.

8. training and provide as-built, and O&M final shop drawings and manuals.

1.13 CONTRACTOR RESPONSIBILITES

A. The CONTRACTOR is ultimately responsible for all the coordination of its subs and vendors for equipment delivery, installation, testing, and operation to meet the requirements of these specifications and drawings.

B. The Electrical Contractor shall coordinate with all other trades and its subs to properly match the electrical equipment to the mechanical equipment.

1.14 CODES AND STANDARDS

A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):

1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.

2. National Electrical Code.

3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.

4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.

5. ANSI: America National Standards Institute

6. NESC: National Electrical Safety Code

1.15 RELATED SPECIFICATION

A. See Specification Section 11317 for submersible pumps.

1.16 ELECTRICAL TEMPORARY FACILITIES

A. The Electrical Contractor shall include in his bid the cost of furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his work during construction and until work is completed.

B. Safety

1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.

2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.

3. Raintight cabinets shall be used for all equipment employed in wet areas.

1.17 EXCAVATING FOR ELECTRICAL WORK

A. General

1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the Electrical Contractor. The actual work need not be performed by electrical trades. However, the Electrical Contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.

B. Coordination

1. The Electrical Contractor must check for existing utilities before commencing any excavation or drilling. Close coordination shall also be carried out during the demolition of existing equipment and maintaining the operation of the existing lift station equipment through bypass pumping.

2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.

3. In the event of damage to existing utilities, the ENGINEER shall be immediately notified, and damage shall be immediately repaired.

4. The OWNER is to be consulted to ascertain locations of existing interferences by referring to “As Built” drawings and OWNER’s

experience. The excavations are to be scheduled at the OWNER's convenience.

C. Precautions

1. The Electrical Contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

1.18 ELECTRICAL SUBMITTALS

A. Submittals for Approval

1. Refer to Contract General Conditions for additional instructions on the General Conditions and this Section, the more stringent requirements shall apply.

2. Shop Drawings and manufacturer's data sheets are required for all electrical materials.

3. Submittals will not be accepted for partial systems. Submit all materials for each specification section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.

4. Samples are to be supplied for any substitute as requested by the ENGINEER.

5. Shop drawings shall be submitted electronically.

6. Submit shop drawings, manufacturer's data and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the ENGINEER. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items "approved as noted" must be changed to comply with the ENGINEER's comments and need not be resubmitted for "approved" status. Items "not approved" are not suitable, requiring complete new submittals.

7. Time delays caused by rejection of submittals are not cause for extra charges to OWNER or time extensions. CONTRACTOR shall be responsible for investigating existing systems or shop drawings in order to fully integrate the new equipment into the system. Adequate shop drawings may or may not exist for all existing systems.

B. Operation and Maintenance Manuals

1. Submit to the ENGINEER five (5) copies of all manufacturer's service installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the ENGINEER. If acceptable they shall be forwarded to the OWNER. If not acceptable they shall be returned to the CONTRACTOR for revision and resubmittal. Manuals shall contain, but not be limited to, the following:

a. Brief description of system and basic features.

b. Manufacturer's name and model number for all components in the system.

c. List of local factory authorized service companies.

d. Operating instructions.

e. Maintenance instructions

f. Trouble shooting instructions

g. Manufacturer's literature describing each piece of equipment.

h. Power and control wiring diagrams

i. Parts lists

1.19 ELECTRICAL PRODUCTS

A. Standards Products

1. Unless otherwise indicated in writing by the ENGINEER, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the ENGINEER at no additional expense to the OWNER.

B. Delivery, Storage and Handling

1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent

deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.

C. Substitutions

1. Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the ENGINEER regarding substitutions.

1.20 ELECTRICAL IDENTIFICATION

A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements. Refer also to applicable sections of these specifications. Three phase feeder and branch circuits shall be identified as follows:

B. Nameplates

1. The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.

2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, “Panel A, 277/480V, 3-phawe, 4-wire”. The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be ¼ inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickel-plated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all

equipment shall be submitted with shop drawing submittal for ENGINEER's approval.

1.21 SKILLED ELECTRICAL CRAFTSMEN

A. CONTRACTOR shall employ and staff the project with skilled Craftsmen experienced in the project requirements.

B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.

C. Other skilled persons shall be present as the project requirements dictate including manufacturers representatives, start-up technicians, engineers, etc.

END OF SECTION

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SECTION 16001

ELECTRICAL DEMOLITION

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

A. CONTRACTOR shall take precautionary and safety measures to assure the safety of his personnel. All wires shall be identified and disconnected from power sources before removal.

B. CONTRACTOR shall coordinate with FPL, the OWNER, and ENGINEER.

C. The general demolition scope shall also include the following minimum requirements whether indicated on drawings or not.

1. Before demolition, CONTRACTOR shall verify that the equipment is no longer needed or that the demolition will not adversely effect plant operation.

2. Removal of all exposed conduit. Removal of all wire within raceways, cabinets, outlet boxes, trenches and the like associated with equipment shown to be removed on plans.

3. Removal of all hangers and support systems which are not needed as a result of the demolition.

4. CONTRACTOR shall cover all openings as a result of demolition and removals including but not limited to the following:

a. Control Panel, jboxes, and enclosures

b. slab and masonry openings.

c. Cut conduit, instrumentation line, etc. flush with slab, fill with concrete, patch and paint holes in walls.

D. Operational Systems

1. To the fullest extent possible, all demolition may be carried out with the existing well site no operational for the duration of the demolition, the drilling of the new well, and later the installation of the new equipment. The Contractor shall replace and restore to original condition areas near the well site that the contractor may disturb.

2. Where required wiring passes through or uses enclosures or raceways shown for demolition. CONTRACTOR shall provide raceways and wire as required to keep those systems operational.

3. CONTRACTOR shall remove existing equipment in an orderly, planned and coordinated fashion. All replacement equipment shall be on site and ready to install immediately after the removal of existing equipment.

4. Where demolition interrupts the normal automatic control of the station, CONTRACTOR shall provide full time manual control until automatic control is restored unless otherwise directed by the OWNER. CONTRACTOR shall obtain permission of the OWNER before removing automatic control.

E. CONTRACTOR shall be required to visit the site before bid to ascertain the magnitude of the demo Work. The drawings indicate the minimal effort. Any electrical raceway associated with any equipment shall be demolished. The drawings do not call out every item of Work. All the existing electrical equipment. metercan, main disconnect, well control panel, as well as field instruments within the well 9 site shall be demolished and replaced with new as called out on the drawings. Unless otherwise indicated by the drawings or noted elsewhere by the specifications.

F. The OWNER shall select equipment to be salvaged to the OWNER. Salvaged equipment shall be provided to the OWNER onsite.

G. Provide demolition in support of any civil or mechanical Work as may be required. See civil and mechanical documents.

H. All demolished equipment and rubble shall be properly disposed of including having the Contractor pay all disposal fees related with the removed rubble and equipment.

1.02 INCLUDED WORK

A. While demolition work applies to the existing well pump, existing Well No. 9 demo and new equipment installation will be done months apart due to the over-drilling phase of construction, so coordination with power company, CONTRACTOR, the OWNER, and ENGINEER is required. A proposed schedule of demo and later (after drilling) installation shall be submitted by the Contractor for review and approval. The work shall also be dependent on FPL relocating the existing portion of OHE lines temporarily to allow for drilling rig mobilization, and later having FPL relocate that portion of OHE lines back to a similar layout as before, refer to the drawings and other specifications.

END OF SECTION

SECTION 16050

BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.1 SUBMITTALS

A. Submit data sheets on all items per Section 16000.

1.2 CODES AND STANDARDS

A. General applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):

1. U.L.: Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.

2. National Electrical Code

3. OSHA: Standard of the Occupational Safety and Health Administration are to be complied with.

4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.

5. ANSI: American National Standards Institute

6. NESC: National Electrical Safety Code

PART 2 – PRODUCTS

2.1 GROUNDING MATERIALS

A. All ground rods shall be 20 foot 5/8" copperclad, unless otherwise indicated.

B. Around wires shall be soft drawn copper sized per National Electrical Code, unless otherwise indicated.

2.2 CONDUIT

A. PVC Conduit

1. PVC conduit shall be Schedule 80 or Schedule 40 unless otherwise noted and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-.

B. Flexible Conduit

1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.

C. Refer to schedule in drawing for location requirements.

2.3 CABLE, WIRE AND CONNECTORS

A. 600 Volt Power Wiring

1. Individual conductors shall be rated for 600 volts and shall meet the requirements below:

a. Conductors shall be stranded.

b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.

c. Type of wire shall be THWN except where required otherwise by the contract drawings.

d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.

e. Conductor metal shall be copper.

f. All conductors shall be meggered after installation. Megger testing shall exceed 50 mega ohms.

2. Multi-conductor cables shall be type TC UL 1277 THWN, PVC jacketed 600V with conductor and quantities as indicated.

B. Instrumentation Cable

1. Process instrumentation wire shall be 16 gauge twisted pair, 600 V., aluminum tape shielded, polyvinyl chloride jacketed, as manufactured by

the American Insulated Wire Co., Eaton Corp., or equal. Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.

C. Control Cable

1. Multiconductor control tray cable shall be stranded 14 gauge, 600 V. THWN insulated overall shielded with PVC jacket, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal.

2.4 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)

A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.

B. Terminate all control and instrumentation cable with fork type compression lugs.

C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the Engineer. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof regardless of location.

2.5 BOXES

A. Boxes for wiring devices, switches and receptacles installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates.

2.6 PULL BOXES AND SPLICE BOXES

A. Location

1. Units used outdoor or in a damp or corrosive environment shall be 316 ss or fiberglass unless otherwise indicated on plans.

2. Units used indoors in dry and clean environments shall be NEMA 1.

B. Size

1. Units shall be sized per NEC as minimum.

C. Required Units

1. Plans depict minimum requirements. Additional units shall be provided as may be required to complete raceway systems.

2.7 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment.

B. Support system used indoors in clean, dry and air-conditioned areas shall be galvanized steel.

C. Perforated straps and wires are not permitted for supporting electrical devices. Anchors shall be of approved types.

D. All supports, hangers, hardware, etc. used outdoors or in in non-air-conditioned indoor areas or in hazardous areas shall be non-ferrous, corrosion resistant or 316 stainless steel. Supports shall be selected to avoid galvanic reactions. Support devices shall be submitted for approval.

E. Provide trapeze, bridge systems or wall bracketed cantilevered system to support the raceway system.

F. Spacing of support systems shall be per NEC. Provide spacing of conduits according to the NEC and the materials used. For PVC conduit, refer to NEC table 347-8.

G. Plans depict minimum requirements. Provide additional units as required to complete raceway system.

2.08 DUCT SEAL

A. Provide Garvin Industries' duct seal or an approved equal

B. Provide and install duct seal at all conduit ends for all new conduit installations.

C. Duct seal shall be used to seal around junction boxes, terminal boxes, control panels, field instrument panels, disconnects, RTU enclosures, and the like. It shall be a permanently soft, non-toxic compound. It shall also not affect other plastic materials or corrode metals.

D. Duct seal shall be applied to the control panel conduit penetrations, VFD enclosure penetrations, analog and discrete terminal boxes conduit penetrations, power equipment like disconnects. Apply to each penetration but not more than 20-2" conduits per panel.

PART 3 –EXECUTION

3.1 GROUNDING

A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.

B. All raceways require grounding conductors. Metallic raceways are not adequate grounding paths. Bonding conductors through the raceway systems shall be continuous from main switch ground buses to panel ground bars of the panelboards, and from panel grounding bars of panelboards and motor control centers to branch circuit outlets, motors, lights, etc. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.

C. All connections made below grade shall be of the exothermic type.

D. The grounding system test shall not exceed a 48 hour span dry resistance of 10 ohms. Additional grounding to meet this requirement shall be installed at no extra cost. Grounding and bonding connections shall not be painted.

3.2 CONDUIT

A. Locations:

Conduits shall be used as follows:

1. Refer to schedule on plans.

B. Installation

1. Conduits subjected to rough handling or usage shall be removed from the premises.

2. Conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Care shall be given that plugs or caps be installed before pouring of concrete.

3. Where conduits pass through exterior concrete walls or fittings below grade, the entrances shall be made watertight.

4. Infurred ceilings, conduit runs shall be supported from structure, not furring.

5. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts and bushings, one (1) locknut outside and one (1) locknut inside of box with bushing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.

6. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.

7. Where embedded conduits cross expansion joints, furnish and install offset expansion joints or sliding expansion joints. Sliding expansion joints shall be made with straps and clamps.

8. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends. No attempts are made in plans to show required pull boxes, gutters, etc. necessary for the construction of the raceway system but the Contractor shall provide these raceways as may be required.

9. Conduits in structural slabs shall be placed between the upper and the lower layers of reinforcing steel, requiring careful bending of conduits. Conduits embedded in concrete slabs shall be spaced not less than eight (8) inches on centers or as widely spaced as possible where they converge at panels or junction boxes. Conduits running parallel to slab supports, such as beams, columns and structural walls shall be installed not less than 12 inches from such supporting elements. To prevent displacement during concrete pour, saddle supports for conduit, outlet boxes, junction boxes, inserts, etc., shall be secured.

10. Conduit runs shall always be concealed except where indicated on plans.

11. Pull lines shall be installed in all empty conduits. All pull wires shall be identified with conduit number at each end.

12. Where conduits are run individually, they shall be supported by approved pipe straps secured by means of toggle bolts or tapcons on hollow masonry; tapcons on concrete or solid masonry; machine screws or bolts on metal surfaces and wood screws on wood construction. The use of perforated straps or wires will not be permitted.

13. Wire shall not be installed until all work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.

14. Underground conduits not under concrete slabs are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade.

15. All conduits shall be cleaned by pulling a brush swab through before installing cables.

16. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment. Approved backing gauze is required prior to the installation of conduit putty.

17. A maximum of two (2) feet of flexible conduit shall be used at connections of all motors, transformers, motor operated valve and gates, instruments and other items of equipment where vibration is present. It shall be supported where required with stainless steel bands.

18. PVC conduit shall be supported to walls and slabs using carlon snap strap conduit wall hangers. Two-hole PVC conduit clamps shall not be permitted.

19. Provide tagging for all raceways.

3.3 WIRES, CABLES, AND CONNECTIONS

A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.

B. Shields shall be grounded at only one termination point.

3.4 BOXES

A. Installation of boxes shall be in accordance with the National Electrical Code requirements.

B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure, vibration resistant and galvanically compatible. Hardware shall be used that is specifically intended for the purpose. When mounted in corrosive, damp or wet locations, stainless steel hardware shall be utilized.

3.5 WIRING DEVICES

A. Wiring devices shall be installed in device boxes approved for the application. All connections shall be made with screw terminals. Wiring devices shall be Leviton or approved equal.

B. Wire devices on UPS systems shall be isolated ground, colored orange.

C. Cover plates shall be provided as follows except as otherwise noted.

1. Interior finished area – brush alum.

2. Wet areas – gasketed plastic with flip cover.

D. Receptacles installed outdoors, below grade, or in areas other than clean and dry environments shall be GFI and weatherproof. Receptacles shall be weatherproof with cords plugged in.

3.6 SUPPORTING DEVICES

A. All items shall be supported from the structural portion of the building and studs, except standard ceiling mounted lighting fixtures and small devices may be supported from ceiling system where permitted by the Engineer. However, no sagging of the ceiling will be permitted. Supports and hangers shall be types approved by Underwriters' Laboratories.

B. All floor-mounted devices (switchboards, motor control centers, transformers, etc.) shall be securely anchored to the floors. Where recommendations are made by manufacturer, these recommendations shall be followed.

3.7 CLEANING

A. All electrical equipment enclosures shall be thoroughly cleaned before acceptable by the OWNER. As a minimum, CONTRACTOR shall remove all debris including stripped wire insulation, dirt, debris.

END OF SECTION

SECTION 16681

VARIABLE FREQUENCY DRIVE

PART 1 – GENERAL

1.1 WORK INCLUDED

A. Drives shall be provided by the I&C Contractor providing the Well control panels. CONTRACTOR shall provide all equipment for a complete and functional system. CONTRACTOR shall receive, handle, install and assist in checkout of the units. CONTRACTOR shall coordinate all furnished equipment.

B. Provide a complete U.L. listed Variable Frequency Drive (VFD) systems as specified within and as indicated on the drawings. System shall be provided complete with all necessary accessories and appurtenances as required for a completely functional system ready for immediate use.

C. Units shall be provided as specified here in and in the specification section 16901 I&C Systems, and as indicated on the drawings.

D. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.

E. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

F. Drive shall be provided as enclosed units part of the well control panel. Units packaged by others will be rejected.

G. Drives shall interface with field instruments via the PLC equipment in the radio based RTU/PLC well control panel, as indicated on the drawings. All interfacing between the drives and the PLC shall be hard wired discrete and analog based connections – this is the base bid. As an Alternate bid item, the CONTRACTOR shall provide the price to interface the drive with the RTU/PLC I/O discrete and analog via Ethernet TCP/IP communications via a Cat 6 Ethernet cable.

H. VFD Supplier shall obtain full load amps from motor supplier before the bid and size VFD amps for 110% of full load amps.

I. Refer to the drawings. Include indicated requirements.

1.2 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300 – Submittals.

B. Fully Engineered shop drawings specific for this project shall be submitted to the Engineer for review and comment. Vendor shall clearly indicate his conformance to the requirements of this specification. Along with standard literature, a detailed schematic and assembly drawings shall be provided. A recommended statement shall be provided. Vendor shall not release the unit for manufacture without approved shop drawings.

C. Complete set of Operation and Maintenance Manuals shall be submitted in accordance with Section 01730 – Operation and Maintenance Data. O&M Manuals shall be provided prior to start-up.

D. Warranty information shall be submitted in accordance with Section 01740 – Warranties and Bonds.

1.3 QUALITY ASSURANCE

A. All equipment furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of five (5) years.

1.4 WARRANTIES

A. Provide a full warranty covering labor, materials, the services of a factory authorized technician including all expenses for a period of one year, to begin after OWNER's start-up and acceptance of the drive. During this period, manufacturer shall repair any failures associated with the drive.

1.5 MANUFACTURERS, NO EQUAL

A. Yaskawa

B. Eaton/Cutler Hammer

C. Altivar/SQ D

PART 2 – PRODUCTS

2.1 VARIABLE FREQUENCY DRIVE (VFD)

A. Technology

1. Units below 100HP shall be provided with 6 pulse technology with 3% line reactors and output filters.

2. Units 100HP and above shall be provided with 18 pulse technology with phase shifting isolation transformer and output filters integrated into the single enclosure.

3. Units shall meet or exceed the requirements of IEEE 519. Provide additional labor and materials as may be required. Submit calculations for review and approval.

B. Provide fully engineered Variable Frequency Drive (VFD) system for use with the pump/motor application shown on plans. Contract documents are based upon Eaton/Cutler Hammer.

1. Minimum drive inverter amps of output shall not be less than the amps as listed in Table 430-150 of the latest issue of the National Electrical Code.

2. Minimum drive overload capability shall not be les than 110% of the output rated amps for 60 seconds.

3. Coordinate with pump requirements to verify speed and torque requirements

4. Coordinate with vendors and equipment suppliers regarding constant or variable torque applications and torque of the driven load. Provide units per applications.

C. As a minimum, include the following features:

1. Exterior front cabinet door mounted equipment shall be as follows:

a. Programmer/Monitor/Display through Keypad only

2. Circuit breaker connected to the door handle.

3. Control power transformer with control circuitry and control logic as specified and as indicated on the drawings.

4. Drive be hardwired with the PLC systems, see drawings.

5. Provide all I/O modules for each type of I/O as may be required. Refer to the drawings.

6. Joslyn lightning arrestors, Surgitron, 1454-01 or an approved equal wired to the line side of the disconnect.

7. 6-spare fuses of each size and type used shall be provided.

8. Provide Transcoil KLC output filters internal to the drive.

D. Operation

1. Keypad/Menu selection Local or Remote

a. Discrete control

(i) Local: Drive starts when the VFD Keypad RUN button is depressed.

(ii) Remote: The Drive will start/stop when commanded via the PLC hardwired connection.

(iii) Speed can be adjusted in manual mode through keypad. In Remote mode through speed reference via PLC hard wired connection.

(iv) default values will be 0 Hertz for minimum speed and 60 Hertz for maximum speed. In local mode the speed can be manually set through the keypad, or remotely setup through SCADA control via the hard-wired connection.

E. Enclosures shall be NEMA 3R, 304 ss, painted white, with top, sides, and front sunshields as indicated on the drawing panel details; unless otherwise indicated.

1. Dimensions are critical plans to indicate maximum space requirements. Unit shall fit in allowed space. Inform Engineer if there are layout issues.

2. Maximum dimensions shall be as indicated on the drawings. Dimensions are critical. Larger units than allowed in plan shall be rejected. Confirm dimensions before bidding.

2.2 VFD DESIGN

A. General

1. Supplier shall construct the drive to properly control internal and external equipment. No attempt is made to specify or indicate on drawings, all required equipment but rather to set forth the minimum requirements.

B. Engineering

1. Supplier shall provide system engineering and produce detailed fully engineered, coordinated and completed drawings.

C. Construction

1. Drive construction shall be per these specification and drawings.

D. Signal and Control Circuit Wiring

1. Wire Type and Sizes: Conductors shall be flexible stranded copper wire; these shall be UL listed TFFN, THWN, THHN and shall be rated 600v. Wire for control signal circuits shall be #16 AWG unless otherwise noted. All instrumentation cables shall be shielded #18 AWG with a copper drain wire unless otherwise noted.

E. Wiring Instrumentation

1. All wires shall be run in plastic wireways except (1) field wiring, (2) wiring between mating blocks in adjacent sections, (3) wiring run from components on a swing-out panel to components on a part of the fixed structure, (4) wiring run to panel mounted components on the door and the like. Wiring run on a swing out panel to other components on a fixed panel shall be made up in nylon wire ties bundles and secured so that bundles are not strained at the terminals.

2. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon ties and secured to the inside face of the panel using adhesive mounts and adhesive strips.

3. Wiring to rear terminals on panel mounted instruments shall be run in plastic wares secured to horizontal brackets run above or below the instruments in the same plane as the rear of the instruments.

4. Shields of instrument cable shall only be grounded on one side of each circuit. The side to be grounded shall be nearest the source of excitation.

5. Care shall be exercised to properly insulate the ungrounded side of the loop to prevent ground loops from occurring.

6. Conformance to the above wiring installation requirements shall be reflected by details shown on the shop drawings for the Engineer's review.

F. Ethernet Communications

1. Drive shall use Ethernet interface between drive and PLC as an **Alternate Bid item**, **otherwise the base bid shall be all discrete and analog interfacing between the drive and the PLC I/O shall be using #14 wires for discrete signals and Twisted Shielded Pairs Belden 16AWG cables for the Analog signals. Drive shall include communications module for Ethernet communications regardless of Base or Alternate Bid.**

G. Grounded Terminals

1. Grounding terminals are NOT to be used. All grounding shall be provided from non-grounded terminals to a single isolated grounding bus inside the control panel, this grounded bus is grounded to the external site ground.

H. Wire Marking

1. Each signal, alarm, control, and indicating circuit conductor connected to a given electrical point shall be designated by a single unique number which shall be shown on all shop drawings. These numbers shall be marked on all conductors using white plastic heat shrink sleeves with typewritten characters. Instrument signal conductors shall be tagged with unique multiple digit numbers. Wires from the circuit breaker panelboard shall be tagged indicating the branch circuit breaker number.

H. Terminal Blocks

1. Compression type terminal blocks shall be molded plastic with barriers and box lug terminals, and shall be rated 15 amps at 600v and mounted securely to DIN rails. White marking strips fastened to the molded sections shall be provided and wire numbers and circuit identifications shall be marked thereon with machine printed marker on top. Terminal blocks shall be IEC style by Entrelec M416 or an approved equal.

I. Wire Color

1. Wire color shall be, Line Power – Black; Neutral or common – White; AC Control – Red; DC Control – Blue; Equipment or Chassis Ground – Green; specified externally powered circuits – Orange.

J. Enclosures

1. Drives shall be included as part of the Well control panel enclosure.

2. the enclosure housing the drives shall be as indicated on the drawings and specifications.

K. Identification

1. All components shall be identified using Lamacoid labels or an approved equal.

2.3 DRIVE PANEL EQUIPMENT

A. Refer to specification section 16901 I&C Systems and the control Schematics in the drawings.

PART 3 – EXECUTION

3.1 GENERAL

A. Install equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work which has a neat and finished appearance.

B. Coordinate work with the OWNER, the CONTRACTOR and work of other trades to avoid conflicts, errors, delays and unnecessary interference with operation of the existing plant during construction.

C. Follow manufacturers' installation instructions explicitly, unless otherwise indicated. Wherever any conflict arises between manufacturers' instructions, and these Contract Documents, follow Engineer's decision, at no additional cost to the OWNER. Keep a copy of manufacturers' instructions on the jobsite available for review at all times.

3.2 MANUFACTURER'S SERVICES

A. Provide the services of a factory authorized service technician to start up, test and place in service the unit. This service shall be extended, as required, at the manufacturer's expense, if problems arise with the drive unit.

B. Provide separate from the start up, one (1) man day of training. This time shall be at the convenience of the OWNER. Minimum training instructions shall include the following:

1. Routine Maintenance

2. Programming, including entering the programming mode, changing set points interpreting fault information.

3. Trouble shooting

4. Fault corrections and resetting actions.

C. Programming

1. Program VFD features per project requirements.

2. Provide electronic (USB drive) and printed PDF format for all documents, including as-built panel drawings in O&M manuals.

3.3 CLEAN-UP

A. Keep the premises free from accumulation of waste material or rubbish. Upon completion of work, remove materials, scraps and debris from premises and from interior and exterior of all devices and equipment. Touch-up scratches, scrapes, or chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the type, color, consistency and type of surface of the original finish.

END OF SECTION

SECTION 16901

I&C SYSTEMS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. The CONTRACTOR shall furnish all instrumentation hardware and control equipment.

B. Field instruments are under this specification, other specification sections and/or indicated on drawings.

C. The Well Pump control panel, with the PLC and radio based RTU system in one control panel, terminal boxes, field instruments and the like shall be provided by the I&C system vendor.

D. The PLC system provided as part of the well control panel shall meet the requirements of the well panels for the Village of Palm Springs. The panel shall include all support power supplies, signal and power surge protection, relays and network interface equipment as called out on the drawing and the specifications, refer to this spec section and other sections for PLC equipment.

E. The telemetry communications system shall be based on licensed radio communications from the Village of Palm Springs radio system used for the existing wells, lift stations and pump stations.

F. The I&C Contractor shall provide all the configuration and programming of the VFD, the PLC, and RTU radio and OWNER's central SCADA screens to provide a fully functional well system.

G. The RTU radio based sub-system equipment with PLC and radio communications shall be compatible with the Village of Palm Springs radio telemetry system.

H. The I&C Contractor shall configure the drive to communicate with the PLC I/O via hard wired discrete and analog signals. Using #14 wires and 16AWG Belden or equal Twisted Shielded cables as required. The I&C Contractor shall also configure the drive to communicate between the PLC and the drive via Ethernet communications in the event the OWNER chooses the Alternate means over the base bid item

1.02 SINGLE INSTRUMENT SUPPLIER

A. The CONTRACTOR shall assign to the Single Instrument and Control (I&C) supplier full responsibility for the functional operation of all new instrumentation

systems. The CONTRACTOR shall have said supplier perform all ENGINEERing necessary to select, to furnish, to supervise installation, connection, to calibrate, to place into operation all sensors, instruments, alarm equipment, control panels, accessories and all other equipment as specified herein.

B. The foregoing shall enable the CONTRACTOR and the OWNER to be assured that the full responsibility for the requirements of this section will reside in an organization which is qualified and experienced in the water treatment field and its process technology on a functional system basis.

C. CONTRACTOR shall review all specifications and plans. CONTRACTOR shall be sure all control panels are included in the bid, including network equipment. The following are suggested to be in the plant wide I&C Contractor's package. Major pieces of equipment include:

1. Well pump control panel with integrated VFD, PLC and RTU Radio.
2. Terminal Boxes
3. Field instruments, enclosures, and instrument w/sun shields

1.03 NAMED MANUFACTURER

A. CC Controls Corporation Inc or an approved equal.

1.04 INSTALLATION WORK

A. Nothing in this part of the specifications shall be construed as requiring the CONTRACTOR to utilize personnel supplied by his assigned instrument manufacturer's organization or any division thereof, to accomplish the physical installation of any elements, instruments, accessories or assemblies specified herein. However, the CONTRACTOR shall employ installers who are skilled and experienced in the installation and connection of all elements, instruments, accessories and assemblies; portions of their work shall be supervised or checked as specified herein

1.05 PREPARATION OF SUBMITTAL OF DRAWINGS AND DATA

A. It is incumbent upon the CONTRACTOR to coordinate the work specified in these Sections so that a complete instrumentation and control will be provided and will be supported by accurate shop and record drawings. As part of the responsibility as assigned by the CONTRACTOR, the Single I&C supplier shall prepare and submit through the CONTRACTOR, complete and organized shop drawings, as specified herein. Interface between instruments, motor starters, flow meters, and existing instruments shall be included in his shop drawing submittal.

Provide a network diagram with the Bill of Material, using Town of Jupiter standards for network hardware, provide this information during the shop drawing submittal. All related work with Fiber Optics cable and terminations shall be carried out by PCS Contractor, or an approved equal.

B. In order to provide a fully coordinated system, shop drawings by other equipment vendors associated with the I&C control panel systems shall be reviewed and approved by the CONTRACTOR before submittal to the ENGINEER for approval.

C. During the period of preparation of this submittal, the CONTRACTOR shall authorize direct informal liaison between his single I&C Supplier and the ENGINEER for exchange of technical information. As a result of this liaison certain minor refinements and revisions in the systems as specified may be authorized informally by the ENGINEER, but these shall not alter the scope of the work or cause increase or decrease in the contract price. During this informal exchange no oral statement by the ENGINEER shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these specifications.

D. Operation and Maintenance Manual

1. Submit one preliminary O&M for review and comment by the ENGINEER. Provide five final O&M.s, bound in a three ring binder. O&M shall include the requirements of I&C materials and minimally include the following: approved submittal data, start-up corrected as built shop drawings. O&M shall be neatly and logically arranged with a contents page followed by tabbed sections.

1.06 ADDITIONAL TECHNICAL SERVICES

A. At no additional cost to the OWNER, the CONTRACTOR shall provide the services of qualified technical representatives of the supplier Single I&C supplier:

1. To provide the documentation that proper testing, verification of signal strength and signal quality, and proper termination/installation, and proper termination/connection of all field instruments and their signals and components of every system has been provided.

2. To make all necessary adjustments, calibrations and tests;

3. To instruct plant operating and maintenance personnel on instrumentation. This time shall be in addition to whatever time is required for other facets of work at the site and shall be during the OWNER’s normal working days and hours.

1.07 GUARANTEE

A. The CONTRACTOR shall guarantee all equipment and installation, as specified herein, for a period of one (1) year following the date of completion of the work. To fulfill this obligation, the CONTRACTOR shall utilize technical service personnel designated by the Single I&C supplier to which the CONTRACTOR originally assigned project responsibility for instrumentation.

1.08 ADDITIONAL PROVISIONS

A. The applicable provisions of the following sections under Electrical Work shall apply the work and equipment specified herein, the same as if stated in full herein:

1. Codes and Standards

2. Equipment Materials and Workmanship

3. Testing

4. Grounding

5. Equipment Anchoring

6. Conductor and Equipment Identification

7. Terminal Cabinets and Control Compartments

8. Process Control Devices

1.09 NEWEST MODEL COMPONENTS

A. All meters, instruments and other components shall be the most recent field proven models marketed by their manufacturers at the time of the submittal of shop drawings unless otherwise specified to match existing equipment. All technical data publications included with the submittal shall be the most recent issue.

1.10 COORDINATION

A. I&C supplier shall coordinate with his supplier and other contractors on the project. Where large subsystems are provided, the I&C supplier shall coordinate before the bid to be certain all equipment, engineering and labor are provided. Coordination items minimally include: equipment dimensions, heat rejection, power requirements, control and signal requirements, and interconnection requirements.

1.11 TEST PROCEDURE DEVELOPMENT AND DOCUMENTATION

A. I&C subcontractor shall prepare and submit to the ENGINEER for review a detailed description of the test procedures that he proposed to perform to demonstrate conformance of the complete system of instrumentation and controls to this Specification.

B. It is recommended that the I&C subcontractor develop the test procedures in two steps by first submitting general descriptions and outlines of the tests and then, upon receipt of approval, submit the required detailed procedures and forms.

C. Operational Acceptance Tests shall be included by the I&C Contractor on the panel and its components.

1. The I&C subcontractor shall prepare check-off sheet(s) for each loop and an instrument calibration sheet for each active I&C element (except simple hand switches, lights, etc.). These check-off and data sheets shall form the basis for these operational tests and this documentation.

2. Each loop check-off sheet shall cite the following information and shall provide spaces for sign-off on individual items and on the completed loop by the I&C subcontractor.

    a. Project name

    b. Loop number

    c. For each elements: Tag number, description, manufacturer and model number, installation bulletin, and Specification sheet number.

    d. Loop description

    e. Installation check

    f. Termination check

    g. Calibration check

    h. Adjustment check

    i. Space for comments

    j. Space for loop sign-off I&C subcontractor and date.

3. Each instrument calibration sheet shall provide the following information and a space for sign-off on individual items and on the completed unit by OWNER Representative and the I&C subcontractor.

   a. Project name

   b. Loop number

   c. Tag number

   d. Manufacturer

   e. Model number

   f. Serial number

   g. Calibration range

   h. Calibration data: Input, output and error at 0, 25, 50, 75, and 100% of span.

   i. Switch setting, contact action and dead band for discrete elements.

   j. Space for comments

   k. Space for sign-off by I&C subcontractor and date.

D. Functional Acceptance Tests

The I&C subcontractor shall prepare two types of test forms as follows:

1. For those functions that can be demonstrated on a loop-by-loop basis, the form shall include:

   a. Project name

   b. Loop number

   c. Loop description

   d. Test procedure description

   e. For each component: Tag number, description, manufacturer and data sheet number.

f. Space for sign-off and date by both I&C subcontractor and OWNER Representative.

2. For those functions that cannot be demonstrated on a loop-by-loop basis, the test form shall be a listing of the specific tests to be conducted. With each test description, the following information shall be included:

a. Spec page and paragraph of function demonstrated

b. Description of function

c. Space for sign-off and date by both I&C subcontractor and ENGINEER.

PART 2 PRODUCTS

2.01 TECHNICAL MANUALS

A. One preliminary O&M manual shall be submitted to the ENGINEER for review and comment. Assuming a favorable review the I&C supplier shall incorporate comments and forward the five final copies to the ENGINEER. If the preliminary O&M is not acceptable, the I&C supplier shall resubmit.

B. Five (5) final sets of technical manuals shall be supplied for the OWNER as a condition for final acceptance of the project. Each set shall consist of one (1) or more volumes, each of which shall be bound in a standard size, 3-ring, loose leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 3 inches.

C. In addition to updated shop drawing information to reflect actual existing conditions, each set of technical manuals shall include installation, connection, operating, trouble-shooting, maintenance and overhaul instructions in complete detail. This shall provide the OWNER with comprehensive information on all systems and components to enable operation, service, maintenance and repair. Exploded or other detailed views of all instruments, assemblies, and accessory components shall be included together with the complete parts lists and ordering instructions.

D. Shop drawing files shall be provided in the latest version of Autocad with each O&M manual. Provide ACAD files on disk.

2.02 SPARE PARTS

A. The CONTRACTOR shall include, as part of the bid package, a list of recommended spare parts covering items required under these specifications.

B. Minimum spare parts shall be provided boxed and identified including the following:

1. 2-control relays of each type used.

2. 2-timing relays of each type used.

3. 2-fuses of each size and type used.

4. 2-pilot lights of each size and type use.

5. 2-signal field surge arrester of each type used.

6. 2-signal panel surge arrester of each type used.

7. 1-incoming power lightning arrester of each type used.

8. 1-surge capacitor of each type used.

9. 1- DC Power supply of each type used.

Also provide other spares as noted by the particular sections and paragraphs of other- specifications.

2.03 CONTROL PANELS

A. General

1. I&C supplier shall construct the control panel to properly control internal and external equipment. No attempt is made to specify or indicate on plans, all required equipment but rather to set forth the minimum requirements.

B. Engineering

1. I&C supplier shall provide system engineering and produce detailed fully engineered, coordinated and completed drawings.

C. Construction

1. Control panel construction shall be per these specification and plans.

D. Signal and Control Circuit Wiring

1. Wire Type and Sizes: Conductors shall be flexible stranded copper wire; these shall be UL listed TFFN, THWN, THHN and shall be rated 600v.

Wire for control signal circuits shall be #16 AWG unless otherwise noted. All instrumentation cables shall be shielded #18 AWG with a copper drain wire unless otherwise noted. All special instrumentation cable such as between sensor and transmitter shall be supplied by the I&C supplier. CONTRACTOR shall increase wire size per load or impedance requirements.

E. Wiring Instrumentation

1. All wires shall be run in plastic wireways except (1) field wiring, (2) wiring between mating blocks in adjacent sections, (3) wiring run from components on a swing-out panel to components on a part of the fixed structure, (4) wiring run to panel mounted components on the door and the like. Wiring run on a swing out panel to other components on a fixed panel shall be made up in nylon wire ties bundles and secured so that bundles are not strained at the terminals.
2. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon ties and secured to the inside face of the panel using adhesive mounts and adhesive strips.

3. Wiring to rear terminals on panel mounted instruments shall be run in plastic wares secured to horizontal brackets run above or below the instruments in the same plane as the rear of the instruments.

4. Shields of instrument cable shall only be grounded on one side of each circuit. The side to be grounded shall be nearest the source of excitation.

5. Care shall be exercised to properly insulate the ungrounded side of the loop to prevent ground loops from occurring.

6. Conformance to the above wiring installation requirements shall be reflected by details shown on the shop drawings for the ENGINEER's review.

F. Wire Marking

1. Each signal, alarm, control, and indicating circuit conductor connected to a given electrical point shall be designated by a single unique number which shall be shown on all shop drawings. These numbers shall be marked on all conductors using white plastic heatshrink sleeves with typewritten characters. Instrument signal conductors shall be tagged with unique multiple digit numbers. Wires from the circuit breaker panelboard shall be tagged indicating the branch circuit breaker number.

G. Terminal Blocks

1. Compression type terminal blocks shall be molded plastic with barriers and box lug terminals, and shall be rated 15 amps at 600v and mounted securely to DIN rails. White marking strips fastened to the molded sections shall be provided and wire numbers and circuit identifications shall be marked thereon with machine printed marker on top. Terminal blocks shall be IEC style by Entrelec M4/6 or an approved equal.

2. Grounding terminals are NOT to be used. All grounding shall be provided from non-grounded terminals to a single isolated grounding bus inside the control panel, this grounded bus is grounded to the external site ground.

H. Wire Color

1. Wire color shall be, Line Power – Black; Neutral or common – White; AC Control – Red; DC Control – Blue; Equipment or Chassis Ground – Green; specified externally powered circuits – Orange.

I. Enclosures

1. Unless otherwise indicated, all enclosures shall be provided with the following.

a. Modified NEMA 4X, 316 stainless steel, with sunshields at the top, sides, and front, gasketed, freestanding or wall mounted, bolted to concrete base. Enclosures shall be powder coated white.

b. Subplate for mounting equipment.

c. Padlockable, pocketed exterior doors.

d. Where required, provide stainless steel piano hinged dead fronts with quarter turn latches.

J. Identification

1. All components shall be identified using Lamicoid labels or an approved equal.

2.04 CONTROL PANEL EQUIPMENT

A. General Purpose Relays

1. General purpose relays in the control panel shall be the plug in type with contacts rated 10 amps at 120 vac as a minimum. The quantity and type of

contacts shall be as required to accomplish the desired control task. Each relay shall be enclosed in a clear plastic heat and shock resistant dust cover. Relays shall be Potter and Brumfield or an approved equal. Differing mounting sockets shall be used to prohibit improper relay installations. Provide tube type base, 8 PIN or 11 PIN.

B. Time Delay Relays

1. Time delay relay shall be Diversified with digital settings or an approved equal. Timers shall be time delay on, interval on or time delay off relays, as required and shall be Diversified or an approved equal. Instantaneous contacts or auxiliary slave relays shall be provided as required. Provide tube type base, 8 PIN or 11 PIN.

C. Signal Isolators

1. Additional slave or interposing relays and signal isolators and signal converters shall be installed as required.

D. Circuit Breakers

1. Circuit breakers shall be single pole, 120vac, 15 amp rating or as required to protect wires and equipment; mounted on the inside of the enclosure or equipment remote from the enclosure.

E. Name Plates

1. Name plates shall be supplied for identification of control panels and all field mounted elements, including flowmeters and their transmitters. These name plates shall identify the instrument or meter, descriptively as to the function of the system. Nameplates shall be fabricated from black faced, white centered, laminated engraving plastic. A nameplate shall be provided for each signal transducer, signal converter, signal isolator, each electronic trip, and the like, mounted inside the control panels. These shall uniquely identify each control component. Adhesives shall be acceptable for attaching nameplates. Painted surfaces must be prepared to allow permanent bonding of adhesives. Nameplates shall be provided for instruments, function titles for each group of instruments and other components mounted on the front of the control panels as shown. Proposed colors, styles, height and text shall be submitted for approval.

F. Fluorescent Light

1. Provide fluorescent panel light mounted to subplate. Provide subplate mounted switch and outlet or handy box.

G. Vapor Guard

1. Moisture absorbing vapor guard shall be provided in each control panel.

H. Power Supplies

1. Power supplies shall be provided as required for loop power or other requirements for special equipment. Loop power supplies shall be Lambda or an approved equal.

2. All Stratix switches and all Compact Logix PLC equipment each requires two DC power supplies as indicated on the drawings.

I. Circuit Breakers

1. Square D

2. Amperage ratings shall be indicated on drawings.

J. Fuses

1. Fuses and fuse holders 5 x 20mm, IEC style, with blown fuse indicating light.

2. Fuses are to be used for analog signals only and are required for all analog signals.

K. Ground Fault Interrupting Receptacle

1. Leviton Duplex Receptacle or equal.

2. AC receptacle box shall be Steel City 58351-1/2 or equal.

3. Covers shall be Steel City 58-C-5, or equal.

4. Single gang non-GFI receptacle shall be provided for UPS power.

L. Selector Switches and Push Buttons

1. Square D, Class 9001, Type K, or equal.

2. Operators shall be black knob type or key switch, 3-position or 2-position, push button or as noted.

3. Selector switches shall be spring return where noted.

4. Pushbuttons inserts

	Label	Color
a.	On	Green
b.	Off & Closed	Red
c.	Auto	Green
d.	Alarm	Yellow

5. Selector Switch Operator

	Label	Color	Text
a.	All	Black	White

M. Indicator Lights

1. Square D, Class 9001, type K. Units shall be press to test, transformer type.
2. Lens color shall be as noted.

	Label	Color
a.	Off	Red
c.	Closed Red	
e.	Auto	Green
g.	Alarm	Yellow

N. Surge and Lightning Arrrestors

1. All control panels shall be provided with surge and lightning arrestors meeting the Town of Jupiter standards.

2. TVSS

   a. Lightning surge suppressors shall be Innovative Technology PTX-160 Series, unless otherwise indicated.

3. Signal

   a. Panel surge arrestors shall be Joslyn, 1800 Series.

   b. Field surge arrestors shall be Joslyn, 1660-06.

4. Ethernet Surge Protection

a. Atlantic Scientific, 240040P, plug in surge arrestor, via FB Suppressors, Inc., (305) 247-3477.

O. VFD Equipment

1. Provide VFD as specified in the drawings and the VFD specification section.

2. Provide VFD with input line reactor and Output filter at each well site well control panel.

2.05 FIELD INSTRUMENTS

A. General

1. The materials specified below shall establish the type and quality of materials used and shall meet the Town of Jupiter current SCADA and networking standards.

2. Refer to Civil, Mechanical, and Electrical plans for additional requirements.

B. Draw Down Level Pressure Sensor Instrument.

1. Provide instrument per 13441 specification section.

C. Terminal Boxes

1. Units shall be NEMA 4x enclosed, 316 Stainless Steel.

2. Units shall include terminal blocks, as may be required.

3. The minimum size as indicated.

4. Provide Edco surge arrestors for all analog circuits. Confirm Surge arrestor model meets the OWNER's latest requirements for signal protection.

5. Provide engraved name plate.

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D. Impulse Systems

1. Provide impulse tubing, taps, valve, drains, bulkheads, etc. for a complete and functional system.

2. Unless otherwise indicated, impulse tubing shall be soft drawn copper with compression fittings. Valves shall be 316ss Whitey or equal.

E. Magnetic Flow Meters

1. Flow meters shall be per 13441 specification section.

F. Pressure Measurement instrument

1. Pressure transmitter per 13441 specification section.

2.06 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire IA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.

B. The panel drawings refer to nameplates and service legends: nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.

C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive.

2.07 UPS SYSTEM

A. Provide APC UPS sized to run the controls, confirm make and model of UPS with Village of Palm Springs SCADA personnel, and provide compliant UPS, see drawings for minimum requirements.

PART 3 EXECUTION

3.01 INSTALLATION, CALIBRATION, TESTING, START UP AND INSTRUCTION

A. General

1. Under the supervision of a Single I&C supplier, all systems specified in this section shall be installed, connected, calibrated and tested and in coordination with the OWNER and ENGINEER shall be started to place the process in operation. This shall include final calibration in concert with equipment specified elsewhere in these specifications as well as equipment provided by the OWNER.

B. Installation and Connection

1. The CONTRACTOR shall install and connect all field mounted components and assemblies under the criteria imposed in 1.3, herein. The installation personnel shall be provided with a final reviewed copy of the shop drawings and data.

2. The instrument process lines, impulse piping lines and air signal tubing shall, in general, be installed in a similar manner to the installation of conduit specified under Section 16000.

3. Bends shall be formed with the proper tools and to uniform radii and shall be made without deforming or thinning the walls of the tubing.

    a. Unless otherwise indicated, all fittings, adapters, impulse piping, valves, etc. shall be 316 stainless. Valves shall be Whitey Series 40 or an approved equal.

4. The CONTRACTOR shall have a technical field representative of the I&C supplier to instruct these installation personnel on any and all installation requirements; thereafter the technical field representatives shall be readily available by telephone to answer questions and to provide clarification when needed by installation personnel.

    a. Where primary elements (supplied by the I&C supplier) will be part of a mechanical system, the I&C supplier shall coordinate the installation of the primary elements with the mechanical system manufacturer.

5. After all installation and connection work has been completed, the technical field representatives shall check all for correctness, verifying polarity of electric power and signal connections making sure all process connections are free of leaks and all such similar details. The technical field representative shall certify in writing to the CONTRACTOR that for each loop or system he has completed such check out and that any discrepancies have been corrected by the installation personnel.

6. The field representative of the I&C supplier shall coordinate all work required to interface the new equipment, including all required modifications to the existing equipment and related devices.

C. Calibration

1. All new instruments shall be calibrated.

   a. All instruments and systems shall be calibrated after installation, in accordance with the component manufacturer's written instructions. This shall provide that those components having adjustable features are set carefully for the specific conditions and applications of this installation and that the components and/or systems are within the specified limits of accuracy. Defective elements which cannot achieve proper calibration or accuracy, either individually or within the system shall be replaced. This calibration work shall be accomplished by the I&C Supplier.

   b. Proof of Conformance – The burden of proof of conformance to the specified accuracy and performance is on the CONTRACTOR using his designated I&C supplier. The CONTRACTOR shall supply necessary test equipment and technical personnel if called upon to prove accuracy and performance at no additional cost to the OWNER, wherever reasonable doubt or evidence of malfunction or poor performance may appear within the guarantee period.

D. Testing

1. All systems shall be exercised through operational tests in the presence of the ENGINEER in order to demonstrate achievement of the specified performance. Operational tests depend upon completion of work specified elsewhere in these specifications. The scheduling of the test shall be coordinated by the CONTRACTOR among all parties involved so that the tests may proceed without delays or disruption by incomplete work.

2. All functional/loop tests shall be witnessed and signed off by the OWNER's representative and the I&C subcontractor.

3. CONTRACTOR shall provide testing service in conjunction with the PLC/SCADA programing. CONTRACTOR shall include a maximum of 8 man hours for this service. If problems are found as a result of I&C equipment additional time shall be provided as may be required to correct issues – this additional time shall not cost the OWNER additional cost. Reference Section 16910-Programmable Logic Controller.

4. Provide additional 4 hours of assistance and support to the PLC and SCADA programming for the proper programming and configuration of the equipment at the well site.

E. Training

1. Plant operating personnel shall be provided with training prior to start-up.

2. Provide a one 2-hour training session for the proper training of the personnel. A time convenient to the OWNER shall be scheduled ahead and coordinated before the training is scheduled.

3. Operating and maintenance personnel shall be instructed in the functions and operation of each system and shall be shown the various adjustable and set point features which may require readjustment, resetting or checking, recalibration or maintenance by them from time to time. This instruction shall be scheduled at a time arranged with the OWNER at least two (2) weeks in advance. Instruction shall be given by qualified persons employed by the I&C supplier.

F. Start Up

1. When all systems are assessed by the CONTRACTOR to have been successfully carried through complete operational tests with a minimum of simulation, and the ENGINEER concurs in his assessment, start up by the plant operating personnel can follow.

END OF SECTION

SECTION 16910

PROGRAMMABLE LOGIC CONTROLLER

PART 1 GENERAL

1.01 WORK INCLUDED

A. The CONTRACTOR shall furnish, install and place into service the Programmable Logic Control (PLC) systems.

B. Provide complete I/O system including all racks, power supplies, cables, connectors, terminals, interposing relays, signal conditioners, signal isolators and the like.

C. All hardware and cables shall be provided. All field debugging and testing shall be provided. Field testing shall be provided concurrent with OWNER's separately provided PLC and SCADA programmer.

D. In order to establish sole source responsibility of the Instrumentation and Control (I&C) system, the I&C vendor shall be responsible for all systems and subsystems hardware provided. The I&C vendor shall provide all the equipment related to the well control panel and radio telemetry.

F. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance operation and maintenance.

G. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

H. Refer to the drawings. Provide the equipment within this section inside the PLC control panel enclosure, and provide all labor materials for a complete and functional system.

J. PLC programming shall be furnished by the OWNER's approved PLC and SCADA programming CONTRACTOR. I&C CONTRACTOR shall coordinate with OWNER's programmer and provide support (up to 4 hours) in coordination with the programmer and the hardware.

K. PLC systems, hardware shall be provided as part of the I&C system hardware provided.

L. Refer to the drawings for details on communications between the well 9 new PLC system at the well's RTU/ PLC control panel radio telemetry communications with the existing SCADA/PLC system at the Village of Palm Springs water plant

1.02 SUBMITTALS

A. Submittals shall be made in accordance with the General Requirements.

1. During the period of preparation of this submittal, the CONTRACTOR shall authorize direct informal liaison between his single I&C Supplier and the ENGINEER for exchange of technical information. As a result of this liaison certain minor refinements and revisions in the systems as specified may be authorized informally by the ENGINEER, but these shall not alter the scope of the work or cause increase or decrease in the Contract price. During this informal exchange no oral statement by the ENGINEER shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these specifications.

B. Six complete sets of Operation and Maintenance Manuals shall be provided.

C. Warranty information shall be submitted in accordance with general conditions.

1.03 QUALITY ASSURANCE

A. All equipment furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of five (5) years.

1.04 WARRANTY

A. The CONTRACTOR shall warrant all equipment for a period of one (1) year from the date of OWNER acceptance of the system.

1.05 PROGRAMMING

A. None required by the CONTRACTOR. All programming and configuration to be carried out for the PLC and SCADA equipment shall be carried out by the The OWNER's SCADA and PLC programmer.

PART 2 PRODUCTS

2.01 GENERAL

A. The programmable logic controller and all related equipment including I/O cards shall be of the same family for all applications. See drawings.

B. PLC systems manufactured into control panels and assemblies shall contain a minimum of 25% spare I/O connected and ready to use.

2.02 POWER SUPPLY

A. Provide a battery backed power supply sized to power all PLC equipment.

2.03 UPS SYSTEM

A. Provide a U.L. labeled UPS system with 30 min. runtime.

2.04 RACKS

A. Provide racks and/or modules with quantity as may be required. Plans indicate minimum schematic requirements.

2.05 PLC EQUIPMENT

A. Processor

1. Provide Allen Bradley Control Logix PLC family.

2. No substitutions shall be accepted.

3. See the drawings.

B. MODULES

1. Provide the following I/O cards as a minimum including all terminals, surge arrestors and other equipment wired and ready for immediate use.

a. 1-discrete input module

b. 1-discrete output module

c. 1-analog input module

d. 1-analog output module

e. 1-field potential distributed module

2. Discrete input modules shall be 16 point cards as a min.

3. Analog input modules shall be 8 point, as a minimum, 24 vDC, 4-20 mADC.

4. Analog output modules shall be 8 point, 24 vDC, 4-20 mADC, self- powered.

5. Provide the named materials and systems only. Refer to drawings.

C. Miscellaneous PLC Equipment

1. Provide all power supplies, PLC Rack, communications modules, cable and miscellaneous equipment for a complete and functional PLC system.

D. PROGRAMMING SOFTWARE, no programming software shall be provided by I&C Contractor as the Village of Palm Springs PLC and SCADA programmer shall provide all software related materials and equipment

E. PLC SPARES

1. 1 – I/O modules of each type and point count used.

2. 1 – Power supply of each type equal to proposed unit with appurtenant cables.

3. 1 – Processor module of each type.

4. Submit spares bill of material for review and approval.

2.06 ETHERNET SWITCHES

A. Units shall be Stratix network switches, include hardware compatible with the OWNER's standard well control panels. The ENGINEER and OWNER will review the submittal and provide revisions as required for the CONTRACTOR to implement into final installation.

B. Provide E-switch minimum, as described in the drawings.

C. Provide all cables and connectors.

D. Provide Cat. 6 Ethernet cable for all uses on the project.

1. Include cables and connectors.

2.07 LOCAL HMI

A. Shall not be provided.

2.08 ETHERNET EQUIPMENT

A. Provide Ethernet equipment as may be required for a complete and functional system including ethernet communication between the PLC equipment and the VFD equipment via Ethernet switch, Provide Cat6 Ethernet patch cables, connectors and the like. The I&C Contractor shall provide a detailed network diagram of the installation between the well sites and the south electrical building, and the BOM – this is to be submitted for review and approval during shop drawings submittal.

PART 3 EXECUTION

3.01 PLC I/O SCHEDULE

A. Provide an I/O schedule identifying all I/O used and spares.

B. The I&C Contractor shall work with the OWNER's PLC programmer for the I/O to be coordinated for the PLC programming of equipment status and alarms per the Village of Palm Springs standards, see the drawings also.

3.02 PROVIDE LOOP TESTING SPREADSHEET

A. Provide spreadsheet with separate rows to identify each I/O point.

B. Test each I/O point with the calibrated device.

3.03 START UP MODIFICATIONS

A. Modifications shall be required during start up per the OWNER/ENGINEERs requirements. CONTRACTOR shall coordinate with the OWNER's programmer during start up.

3.04 GUARANTEE

A. CONTRACTOR shall guarantee the hardware through the service of his appointed I&C supplier for a period of one year.

END OF SECTION

SECTION 16960

SCADA SYSTEM

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. CONTRACTOR Responsibilities

1. Install and configure all hardware.

2. Test, configure, and demonstrate all hardware.

3. Provide assistance during testing and demonstration of hardware, as may be required. Including coordinating the I/O points of the field instruments, PLC equipment with the Village of Palm Springs PLC and SCADA programmer.

4. No programming shall be provided for the PLC, RTU radio, and SCADA Equipment at the well control panel and at the existing their central Village of Palm Spring Water Plant, and VFD equipment configuration.

6. The programming of the PLC and SCADA system shall provide the well 9 pumping status, and alarms of the well control panel, its field instruments, and data logging historical tracking of flows and pressures collected by the PLC and SCADA equipment.

1.02 PROGRAMMING SCOPE

A. The OWNER's PLC and SCADA programmer shall provide programming, labor, and all documentation for a complete system. The OWNER shall be the licensed OWNER of all software and developed files.

B. The OWNER's existing SCADA computer system shall exchange data from the new well PLC system (via the RTU telemetry) and provide dynamic screen displays, reports, alarm handling and alarm logging and all human machine interface to the I&C system indicated on the drawings.

C. Other software and programming functions shall be provided as may be required.

D. Provide interfacing of alarms and status between the proposed remote well 9 PLC system and flow and Pressure, along with Well VFD running and fault alarms. Also, provide status signals, levels, pressures and the like from proposed field instruments .

E. Software programmer shall use his own development key.

1.04 MANUFACTURER

A. In order to establish system responsibility, the I&C Vendor shall provide all well hardware related equipment, including PLC, VFD, and RTU equipment; no software shall be provided by I&C Contractor, instead the OWNER's PLC and SCADA programmer is responsible to provide all configuration and programming of the Well PLC and VFD, along with the Water Treatment Plant's main SCADA and PLC system to replicate the HMI graphical components of the new Well 9 equipment.

1.05 SUBMITALS

A. Submittals for approval shall be provided for any and all materials. No materials shall be used without approval from the ENGINEER.

B. Refer to the General Requirements for documentation of Shop Drawings and O&M Manuals.

PART 2 - PRODUCTS

2.01 SCADA SOFTWARE

A. The I/O associated with the new well 9, its field instruments, VFD equipment, shall be represented in the SCADA system as well as derived tags. System development shall be consistent with ISA industry standards and conventions, and based on the other existing Village of Palm Springs wells and I/O tags.

B. The OWNER's PLC and SCADA programmer shall provide programming on the OWNER's SCADA system, no SCADA software is to be provided by the CONTRACTOR.

C. Provide drivers as required to interface with Allen Bradley PLC and other components as may be required for a fully functional system. Provide, install and configure any and all drivers to work with new systems.

C. Alarm Processing

1. Alarm conditions shall automatically be brought to the operator's attention audibly and visually on the SCADA Interface, as indicated on the drawings

2. An alarm screen shall be provided to simulate and mimic the operation of the annunciator.

3. Provide alarm log with time, date and tag.

E. Dynamic Screen Displays

1. Color dynamic screen displays shall be provided. All PLC I/O as well as derived values and alarms shall be utilized and displayed on one or more screens. System developer shall use good judgment in developing logically oriented screens depicting the process. Dynamic bar graphs with text shall be used to represent analog values such as tank levels, alarm levels shall represent graphically and with text. Diagrams shall be developed to represent tanks, piping, valves and the like. Consistent conventions shall be used regarding normally open/close states, alarm/normal states, running/non-running states for all equipment with I/O associated with it.

2. Provide man machine interface via keyboard and/or mouse. Operator shall have the ability to control all equipment scheduled via the PLC. Control shall minimally include start/stop indicated pumps in the automatic mode. Operator shall have the ability to place equipment in an "OUT OF SERVICE" mode which shall affect the PLC program appropriately. Control shall be provided to open/close all valves.

3. Operator shall have the status of all setpoints and the ability to modify those setpoints, timers and the like.

4. Color print outs of proposed screens shall be submitted for review and approval.

5. The computer SCADA screens shall depict the well panel's equipment and field instruments as indicated by the Drawings. The following minimum screens together with all the other requirements as specified in the PLC strategies shall be provided as a minimum:

   a. Well 9 Flow, Pressure, VFD running and alarm and fault, status

   b. Well 9 Panel and PLC intrusion status

   c. Well 9 Total Flow

6. Screens shall depict all elements included in the drawings, and status Of equipment running or malfunctioning.

7. Coordinate with OWNER for two more points from PLC monitored equipment.

F. Detailed report generations shall be provided showing useful information for water applications. Report on demand as well as scheduled reports shall be provided. Coordinate with OWNER and provide reports per OWNER's requirements.

G. Submit screen and alarm reports for approval.

H. The I/O shown on the drawings shall be included in the SCADA system.

I. Data Logging

1. Provide data logging of all analog parameters including but not limited to:

a. Pressure at Well 9, in PSI

b. Well 9 pump Running Status, hours

c. Flow of Well 9, in GPM

d. Totalized Flow based on XX number of hours or daily.

2.02 HARDWARE

A. No new SCADA or computer hardware is to be provided here in and in the other specifications, and as indicated on the drawings

PART 3 - EXECUTION

3.01 LICENSING

A. The OWNER shall be the named license holder for all software provided.

3.02 PROGRAMMING

A. The OWNER's programmer shall program the SCADA software/HMI programming at the WTP SCADA computer

B. Alarms shall be directed to the screen and hard disk.

3.03 START UP, TESTING MODIFICATIONS

A. All I/O interface shall be confirmed by testing.

B. Provide a typewritten sequence of checkout. Provide a spreadsheet including each point or tag and provide sign off field as follows:

1. Tag name

2. Well Panel checkout

3. Electrician checkout

4. OWNER/ENGINEER checkout

C. Provide an additional 10 manhours of programming time for modifications and changes in the field. This time shall be in addition to start up and testing.

3.04 SEQUENCE OF OPERATION

A. Provide written narrative of described the Well VFD operation, the PLC and SCADA system monitoring procedures.

B. Provide start up description.

C. Provide shut down description.

D. Provide trouble shooting instructions.

END OF SECTION

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APPENDIX A

PERMITS

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

7012 3460 0002 3739 1783

In the matter of an Application for Permit by:

Jimmie Johnson, Ph.D.
Utilities Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Jjohnson@vpsfl.org

DEP FILE: 138287-210-WC
County: Palm Beach
Project: Village of Palm Springs
Reconstruction of Surficial Aquifer Well No. 9

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number **138287-210-WC** for the reconstruction of one Surficial Aquifer production Well 9 and ancillary equipment to replace Surficial Aquifer Well 9 for a community water treatment facility, issued pursuant to 403.087(1), Florida Statutes

This permit is final and effective on the date filed with the clerk of the Florida Department of Health Palm Beach County (the Department) unless a petition is filed in accordance with the paragraphs below or unless a request for extension of time in which to file a petition is filed within the required time frame and conforms to Rule 62-110.106(4), F.A.C. Upon timely filing of a petition or a request for an extension, this permit will not be effective until further Order of the Department.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) with the Agency Clerk, Florida Department of Health Palm Beach County, Division of Environmental Public Health, 800 Clematis Street, West Palm Beach, Florida 33401, within 14 days of receipt of this Notice. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A petition must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of how and when the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the Department's action;
(f) A statement of the specific rules or statutes the petitioner contends requires reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the materials facts on which the Department's action is based shall state that no such facts are in dispute and otherwise contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any such final decision of the Department on the petition have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to section 120.68 of the Florida Statutes, by filing a Notice of Appeal pursuant to Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department, Florida Department of Health Palm Beach County, Division of Environmental Public Health, 800 Clematis Street, West Palm Beach, Florida 33401; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in the City of West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF HEALTH
PALM BEACH COUNTY

Jorge Patino, P.E.
Environmental Administrator
Division of Environmental Public Health
800 Clematis Street, West Palm Beach, FL 33401
(561) 837-5900

MP/JH/JP

Enclosures: Permit File No.138287-210-WC

CERTIFICATION OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this Notice of Permit Issuance and all copies were mailed/electronically transmitted before the close of business on April 18, 2023 to those persons listed.

Clerk Stamp

FILING AND ACKNOWLEDGEMENT

Filed, on this date, under section 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

4-18-23
Date

Copies Furnished to:

Engineer-of-Record: Stephen R. Fowler, P.E.
Florida DEP: Norva Blandin, MSEM

STATE OF FLORIDA
APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

PERMITTEE:
Jimmie Johnson, Ph.D.
Utilities Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Jjohnson@vpsfl.org

PWS ID No.: 4501058
Permit/Certification: 138287-210-WC
Issuance Date: April 18, 2023
Expiration Date: April 17, 2028
County: Palm Beach
Utility: Village of Palm Springs
Latitude/Longitude: 26° 38' 80.33" N / 80° 08' 50.42" W
Section/Township/Range: 18/44/43
Project: Village of Palm Springs Reconstruction of Surficial Aquifer Well No. 9

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Chapters 62-4, 62-532, 62-550 and 62-555, Florida Administrative Code (F.A.C.).

The above named permittee is hereby authorized to construct the facilities shown on the application and other documents on file with the Department and made a part hereof and specifically described as follows:

Construct: Reconstruction of Surficial Well 9, the constructed well will have 16-inch PVC SDR 26 with 30-inch surface casing, the depth of the well is 180 ft, and wellhead equipped with submersible pump, instrumentation, appurtenances and raw water piping. will supply the Village of Palm Springs Water Treatment Plant:

The well is located and sized as follows:

Well Number	Latitude/Longitude	Motor HP	Pump Rating
9	26° 38' 80.33" N / 80° 08' 50.42" W	40	1,000 GPM @ 75' TDH

In Accordance With:

Application Form DEP 62-555.900(1) and engineering drawing sheets G-1, G-2, C-1, M-1, S-1 CD1, and CD2 received February 20, 2023, additional information received March 29, 2023 and Variance determination received April 13, 2023.

Located: 35 feet from Lake Worth Drainage District Lateral Canal No.8.

To Serve: Raw water supply to the Village of Palm Springs Water Treatment Plant.

Subject to: General Conditions 1 – 15, Regulatory Conditions 1 – 11, Constructions Standards 1 – 10, Operational Requirements 1 – 5, Monitoring Provisions 1 – 3 and Clearance Requirements 1 -3.

General Conditions

The permittee shall be aware of and operate under the Permit Conditions below. These applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes. [F.A.C. Rule 62-555.533(1)]

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in Subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times (reasonable time may depend on the nature of the concern being investigated), access to the premises where the permitted activity is located or conducted to:

    a. Have access to and copy any records that must be kept under conditions of the permit;
    b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
    c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance; and
    b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with Rule 62- 4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

    a. Determination of Best Available Control Technology (BACT)
    b. Determination of Prevention of Significant Deterioration (PSD)
    c. Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
    d. Compliance with New Source Performance Standards

14. The permittee shall comply with the following:
    a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

    b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

    c. Records of monitoring information shall include:
        i. the date, exact place, and time of sampling or measurements;
        ii. the person responsible for performing the sampling or measurements;
        iii. the dates analyses were performed;
        iv. the person responsible for performing the analyses;
        v. the analytical techniques or methods used;
        vi. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

A. Regulatory Section

1. All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data. [F.A.C. Rule 62-555.536].

2. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. [F.A.C. Rule 62-555.520(3)].

3. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at

850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

4. If delays will cause project completion to extend beyond the expiration date of this permit, the permittee shall submit to the Department a request to extend the expiration date of this permit including the appropriate processing fee. This request shall specify the reasons for the delay and shall be submitted to the Department for approval prior to the expiration date of this permit. Note that no specific construction permit shall be extended so as to remain in effect longer than five years. [F.A.C. Rule 62-555.536(4)].

5. In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. Persons proposing to transfer this permit must apply jointly for a transfer of the permit within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service by the Department using form, 62-555.900(8), Application for Transfer of a PWS Construction Permit along with the appropriate fee. [F.A.C. Rule 62-555.536(5)]

6. This permit satisfies Drinking Water permitting requirements only and does not authorize construction or operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal, or local agencies.

7. This permit is for CONSTRUCTION ONLY of the distribution system project. This permit shall not infer that the clearance necessary for connection will be granted. Any such clearance shall be granted only when the connection point has been permitted and cleared for use by the Department and the public water system to which the water main extension will be connected, has the capacity necessary to meet the design water demands of all customers to be served by the water main extension. Partial clearance may be granted, if required.

8. If gasoline contamination is found at the construction site, work shall be stopped and the proper authorities notified. With the approval of the Department, ductile iron pipe and fittings, and solvent resistant gaskets materials shall be used in the contaminated area. The ductile pipe shall be used in the contaminated area. The ductile iron pipe shall extend 100 feet beyond any solvent noted. Any contaminated soil that is excavated shall be placed on an impermeable mat, covered with waterproof covering, and held for disposal. If the site cannot be properly cleaned, then consultation with the Department is necessary prior to continuing with the project construction.

9. This permit does not constitute approval of construction on jurisdictional wetland areas; therefore such approval must be obtained separately from the Water Management District or from DEP ERP Section, as applicable, Permittee shall provide a copy of the permit approval to the Department if water main installation involves activities on wetlands.

10. Suppliers of water shall notify the appropriate DEP District Office or ACHD and affected water customers by no later than the previous business day before initiating any planned permanent or temporary conversion from free chlorine to chloramines or vice versa for disinfection. [F.A.C. Rule 62-555.350(10)(c)]

11. Permittee shall ensure that the well and drinking water treatment facilities will be protected to prevent tampering, vandalism, and sabotage as required by Rule 62-555.315(1) & 62-555.320(5), F.A.C.

B. Construction Standards

1. All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform with National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.

2. Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600 C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651-653, as well as in accordance with Rule 62-555.340, F.A.C.

3. The installation or repairs of any public water system, or any plumbing in residential or nonresidential facilities providing water for human consumption, which is connected to a public water system shall be lead free in accordance with Rule 62-555.322, F.A.C.

4. When any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. **For specific requirements applicable to AC pipes, the permittee should contact the Air and Waste Management section at DOH Palm Beach County prior to commencing any such activities at (561) 837-5900 #3. Please be aware that a notification is required to be submitted to the Department for a regulated project**

5. Setback distances between potable water wells and sanitary hazards shall be in accordance with 62-555.312, F.A.C. Reclaimed water land application areas must not be located within the setback distance from potable water supply wells established in Chapter 62-610, F.A.C.

6. Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C., and Section 8.6 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.

7. The new or altered aboveground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition". [F.A.C. Rule 62-555.320(10)]

8. Permittee shall ensure that there shall be no cross-connection with any non-potable water source in accordance with Rule 62-555.360, F.A.C.

9. The hydropneumatic tank that will be utilized for this project must meet ASME code requirements for the construction and installation of unfired pressure vessels, as provided in Rule 62-555.320(20), F.A.C., and Section 7.2 of *Recommended Standards for Water Works*, a manual adopted by reference in Rule 62-555.330(3), F.A.C.

10. **For new wells placed in areas of existing sanitary sewers, the sewers in Zones 1 and 2 must be pressure tested at each joint, grouted, and sealed with proof of testing provided to the FDOH-PBC prior to release of the well for service. The permittee will perform in-situ lining of the existing gravity sewer (manhole to manhole) within the 100-foot sanitary setback and perform static pressure testing of the lined gravity sewer at a minimum air pressure of 10 psi for two hours with zero losses.**

C. Operational Requirements

1. The supplier of water shall operate and maintain the public water system so as to comply with applicable standards in F.A.C. Rule 62-550 and 62-555.350.

2. The permittee shall provide an operation and maintenance manual for the new or altered treatment facilities to fulfill the requirements under subsection 62-555.350(13), F.A.C. The manual shall contain operation and control procedures, and preventative maintenance and repair procedures, for all plant equipment and shall be made available for reference at the plant or at a convenient location near the plant. Bound and indexed equipment manufacturer manuals shall be considered sufficient to meet the requirements of the subsection.

3. The permittee shall submit a monthly operations report (MOR) DEP Form 62-555.900, to the Department no later than the tenth of each succeeding month.

4. The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555.530(4), F.A.C.

5. The permittee or suppliers of water shall telephone the State Warning Point (SWP), at 1-800-320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system in accordance with the F.A.C. Rule 62-555.350(10).

D. Monitoring Provisions

1. Permittee shall follow the guidelines of Chapters 62-550, 62-555, and 62-560, F.A.C., regarding public drinking water system standards, monitoring, reporting, permitting, construction, and operation.

   This facility is a Community Water System as defined in F.A.C. Rule 62-550.200(12) and shall comply with the applicable chemical, radiological, lead and copper, and bacteriological monitoring requirements of F.A.C. Rule 62-550. Such requirements shall be initiated within the quarter that the water treatment facility is placed into service (i.e. January—March or April—June, the preceding are examples of quarters) and the results submitted to the Department.

2. The water treatment plant shall maintain throughout the distribution system a minimum combined chlorine residual of 0.6 mg/l or its equivalent. A minimum system pressure of 20 psi must be maintained throughout the system. Also, safety equipment shall be provided and located outside of chlorine room.

3. To address copper pipe corrosion control and potential black water issues, permittee shall collect at least one sample of raw water from each new well in accordance with F.A.C. Rule 62-555.315(5). The sample shall be analyzed for alkalinity, dissolved iron, dissolved oxygen (D.O.), pH, total sulfide, and turbidity, and the results shall be submitted to the Department.

F. Clearance Requirements

1. The permittee must instruct the engineer of record to request system clearance from the Department within sixty (60) days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the test were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.340(2)(c)]

   Permitted construction or alteration of a public water system may not be placed into service until a letter of clearance has been issued by this Department. [F.A.C. Rule 62-555.345]

2. Prior to placing this project into service, Permittee shall submit, at a minimum, all of the following to the Department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:
   a. the engineer's *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation* {DEP Form 62-555.900(9)};
   b. certified record drawings, if there are any changes noted for the permitted project.
   c. copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards. [F.A.C. Rule 62-555.320(21)(a)(1)]
   d. two consecutive days of satisfactory distribution bacteriological analytical results (see paragraph 3 below).
   e. For new Community or Nontransient Noncommunity water systems, the permittee must provide a list of positions with employee names, titles and responsibilities. For the required licensed operator(s) provide a copy of the license specific to the water system for each operator. If a position is vacant, indicate the projected hiring date. Indicate the positions/employees that are responsible for acting on behalf of the water system in case of emergency, those authorized to spend money, or to make other decisions. Provide telephone numbers and email contact addresses for these responsible positions/employees. Show only positions/employee information pertaining to the water system. [F.A.C. Rule 62-555.525]
   f. 10 satisfactory bacteriological analysis results performed on the raw water to be taken 10 consecutive weekdays, or taken twice a day, 6 hours apart for 5 consecutive weekdays.
   g. satisfactory chemical clearance, to include Primary Inorganic Contaminants, Secondary Contaminants, Volatile Organic Contaminants (VOCs), Synthetic Organic Contaminants (SOCs, aka Pesticides and PCBs), Radionuclides (Gross Alpha, Radium-226, Radium-228, Uranium), Alkalinity, Dissolved Iron, Dissolved Oxygen, pH, Total Sulfide, and Turbidity results from a certified laboratory.

   In order to facilitate the issuance of a letter of clearance, the Department requests that all of the above information be submitted as one package.

3. The new facilities shall be cleaned, disinfected, and bacteriologically cleared in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data representative of the storage tank (two samples on consecutive days), the well discharge piping and distribution system (in accordance with the instructions for Bacteriological Sampling Locations shown below) and the untreated well water (two samples per day for 5 consecutive days collected at least six hours apart for each of the two wells) shall be submitted to the Department with the engineer's certification of construction completion. [Section 62-555.340 and 62-555.315(6)(b), F.A.C.]

Bacteriological Sampling Locations: Copies of satisfactory bacteriological analyses taken from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315 (6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:

- *The endpoint of the proposed addition;*
- *Any water lines branching off a main extension;*
- *Every 1,200 feet of water main;*
- *Each location shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings* ***clearly indicated*** *on the report and/or drawings.*
- *Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.*

Executed in *Palm Beach County, Florida.*

FLORIDA DEPARTMENT OF HEALTH
PALM BEACH COUNTY

Jacqueline Lobban-Marsan, MPA
Interim Director
DATE: 4/18/2023

138287-2[illegible]-WC

APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

See page 4 for instructions.

I. General Project Information

A. Name of Project: Village of Palm Springs Reconstruction of Surficial Aquifer Well No. 9

B. Description of Project and Its Purpose:

This project includes the reconstruction of one (1) existing surficial aquifer production well in place, Well No. 9, within the Village of Palm Springs Eastern Wellfield serving the Village's Main Water Treatment Plant.

The reconstructed well will have a 16-inch final PVC casing and 30-inch steel outer casing. The well will be provided with a submersible pump. The wellhead will be 316 stainless steel equipped with a pressure gauge, check valve, flow meter and vent. The well site will be secured with a eight-foot chain link fence. The purpose of this project is to increase the reliability and improve the performance of the Village of Palm Springs Eastern Wellfield raw water supply system. This project will restore/increase the flow available from the existing well while improving the quality of raw water. Please note that Well No. 9 shall be equipped with a variable frequency drive (VFD) to prevent hard-starting of the well pump.

C. Does project create a "new system" as described under subsection 62-555.525(1), F.A.C.? ☐ Yes, and a completed copy of Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, is attached. ☒ No.

D. Location of Project

1. County Where Project Located: Palm Beach
2. Description of Project Location:

The location of the surficial aquifer production well is depicted on the attached plans and described below:

Existing Well No. 9 is located appox. 35 feet from the Lake Worth Drainage District L-8 Canal waterline.

3. Latitude and Longitude of Each New Treatment Plant and Each New Raw Water Source (attach additional sheets if necessary):

Name of New Treatment Plant or Raw Water Source	Latitude	Longitude
Well No. 9	26 ° 38 ' 50.33 "N	80 ° 05 ' 50.42 "W
	° ' "N	° ' "W
	° ' "N	° ' "W
	° ' "N	° ' "W
	° ' N	° ' "W

E. Estimate of Cost to Construct Project: $1,356,000

F. Estimate of Dates for Starting and Completing Construction of Project: August 2023 - November 2024

G. Applicant

PWS/Company Name: Village of Palm Springs Utilities		PWS Identification No.:* 4501058
PWS Type:* ☒ Community ☐ Non-Transient Non-Community	☐ Transient Non-Community	☐ Consecutive
Contact Person: Jimmie Johnson, Ph.D., CPM, CWUO	Contact Person's Title: Director, Utilities	
Contact Person's Mailing Address: 226 Cypress Lane		
City: Palm Springs	State: FL	Zip Code: 33461
Contact Person's Telephone Number: (561) 584-8200 x8711	Contact Person's Fax Number: (561) 304-4608	
Contact Person's E-Mail Address: jjohnson@vpsfl.org		

* *This information is required only if the applicant is a public water system (PWS).*

H. Public Water System (PWS) Supplying Water to Project

PWS Name: Village of Palm Springs Utilities		PWS Identification No.: 4501058
PWS Type: ☒ Community ☐ Non-Transient Non-Community	☐ Transient Non-Community	☐ Consecutive
PWS Owner: Village of Palm Springs Utilities		
Contact Person: Jimmie Johnson, Ph.D., CPM, CWUO	Contact Person's Title: Director, Utilities	
Contact Person's Mailing Address: 226 Cypress Lane		
City: Palm Springs	State: FL	Zip Code: 33461
Contact Person's Telephone Number: (561) 584-8200 x8711	Contact Person's Fax Number: (561) 304-4608	
Contact Person's E-Mail Address: jjohnson@vpsfl.org		

APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

Project Name: Village of Palm Springs Reconstruction of Surficial Aquifer Well No. 9	Applicant: Village of Palm Springs Utilities

I. Public Water System (PWS) that Will Own Project after It Is Placed into Permanent Operation

PWS Name: Village of Palm Springs Utilities			PWS Identification No.:* 4501058
PWS Type:* ■ Community ☐ Non-Transient Non-Community		☐ Transient Non-Community	☐ Consecutive
PWS Owner: Village of Palm Springs Utilities			
Contact Person: Jimmie Johnson, Ph.D., CPM, CWUO		Contact Person's Title: Director, Utilities	
Contact Person's Mailing Address: 226 Cypress Lane			
City: Palm Springs		State: FL	Zip Code: 33461
Contact Person's Telephone Number: (561) 584-8200 x8711		Contact Person's Fax Number: (561) 304-4608	
Contact Person's E-Mail Address: jjohnson@vpsfl.org			

* *This information is required only if the owner/operator is an existing PWS.*

J. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project*

Company Name: Holtz Consulting Engineers, Inc.		
Designer(s): Stephen Fowler, P.E.	Title(s) of Designer(s): Senior Project Engineer	
Qualifications of Designer(s): ■ Professional Engineer(s) Licensed in Florida – License Number(s): 69039 ☐ Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State† ☐ Plumbing Contractor(s) Licensed in Florida – License Number(s):^		
Mailing Address of Designer(s): 270 South Central Blvd., Suite 207		
City: Jupiter	State: FL	Zip Code: 33458
Telephone Number of Designer(s): (561) 575-2005	Fax Number of Designer(s): (561) 575-2009	
E-Mail Address(es) of Designer(s): stephen.fowler@holtzconsulting.com		

* *Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.*

† *Attach a detailed construction cost estimate showing that the cost to construct this project is $10,000 or less.*

^ *Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is $50,000 or less.*

II Certifications

A. Certification by Applicant

I am duly authorized to sign this application on behalf of the applicant identified in Part I.G of this application. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C., and provides assurance of compliance with Chapter 62-550, F.A.C. I also certify that construction of this project has not begun yet.

Signature and Date	Jimmie Johnson, Ph.D., CPM, CWUO Printed or Typed Name	Director, Utilities Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this application on behalf of the PWS identified in Part I.H of this application. I certify that said PWS will supply the water necessary to meet the design water demands for this project. I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report or drawings, specifications, and design data for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

- Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: East (Main) Water Treatment Plant
- Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: 6,000,000
- Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd: 3,104,000

Signature and Date	Jimmie Johnson, Ph.D., CPM, CWUO Printed or Typed Name	Director, Utilities Title

APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

Project Name: Village of Palm Springs Reconstruction of Surficial Aquifer Well No. 9	Applicant: Village of Palm Springs Utilities

C. Certification by PWS that Will Own Project after It Is Placed into Permanent Operation

I am duly authorized to sign this application on behalf of the PWS identified in Part I.I of this application. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report or drawings, specifications, and design data for this project and that said PWS considers this project acceptable as designed.

Signature and Date	Jimmie Johnson, Ph.D., CPM, CWUO	Director, Utilities
	Printed or Typed Name	Title

D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of preparing the preliminary design report or drawings, specifications, and design data for this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C., and provides assurance of compliance with Chapter 62-550, F.A.C.

Signature, Seal, and Date: THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY Stephen Fowler ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. Digitally signed by Stephen Fowler DN: C=US, E=Stephen.Fowler@..., O=Florida, C=US Reason: I am the author of this document Date: 2023.01.26 15:48:45-05'00' Affix Seal STEPHEN R. FOWLER JR. LICENSE No. 69039 STATE OF FLORIDA PROFESSIONAL ENGINEER	Signature, Seal, and Date: Affix Seal
Printed/Typed Name: Stephen Fowler, P.E.	Printed/Typed Name:
License Number: 69039	License Number:
Portion of Engineering Document(s) for Which Responsible: Well head, piping, and civil/sitework	Portion of Engineering Document(s) for Which Responsible:

Signature, Seal, and Date: Affix Seal	Signature, Seal, and Date: Affix Seal
Printed/Typed Name:	Printed/Typed Name:
License Number:	License Number:
Portion of Engineering Document(s) for Which Responsible:	Portion of Engineering Document(s) for Which Responsible:

* *Except as noted in paragraphs 62-555.520(3) (a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II.D of this application shall be completed by the PE(s) in responsible charge. If this project is <u>not</u> being designed under the responsible charge of one or more PEs licensed in Florida, Part II.D does <u>not</u> have to be completed.*

APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

INSTRUCTIONS: This application shall be completed and submitted by persons proposing to construct or alter public water system components unless such proposed construction or alteration is permitted under the Department of Environmental Protection's (DEP's) "General Permit for Construction of Water Main Extensions for Public Water Systems," in which case Form 62-555.900(7) is to be completed and submitted, or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems," in which case Form 62-555.900(18) is to be completed and submitted. Complete and submit one copy of this application to the appropriate DEP District Office or Approved County Health Department (ACHD) along with payment of the proper application processing fee and one copy of the following information:

- either a preliminary design report or drawings, specifications, and design data (the preliminary design report or drawings, specifications, and design data shall contain all pertinent information required under subsection 62-555.520(4), F.A.C.); and
- the Florida Public Service Commission (FPSC) certificate of authorization to provide water service if the project involves construction of a new public water system subject to the jurisdiction of the FPSC.

All information provided on this application shall be typed or printed in ink. Application processing fees are listed in paragraph 62-4.050(4) (n), F.A.C. Checks for application processing fees shall be made payable to the Department of Environmental Protection or to the appropriate ACHD. Preliminary design reports, drawings, specifications, and design data prepared under the responsible charge of one or more professional engineers licensed in Florida shall be signed, sealed, and dated by the professional engineer(s) in responsible charge. NOTE THAT A SEPARATE APPLICATION AND A SEPARATE APPLICATION PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.*

* *Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).*

LAKE WORTH DRAINAGE DISTRICT

Right-of-Way Permit

Date Issued: March 09, 2023

Permit No.: **RW-23-0098**

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

Permit Use Type: **Temporary Access**

Project Description: **Temporary access within the southern bank of L-8 Canal Right-of-Way to remove existing Well No.9 and reconstruct Well No. 9 and 8" DIP RWM outside of L-8 Canal Right-of-Way. Install temporary formation water discharge piping and temporary twelve foot (12') wide vehicle ramp over the temporary discharge piping ~ 2205' east of Kirk Road.**

Project Location: LWDD L-8 Canal,
Section 18 Township 44 S, Range 43 E

This permit is issued by the Lake Worth Drainage District (LWDD) pursuant to an initial application received on 3/1/2023. The application, including all plans and specifications submitted to LWDD, is by reference made a part hereof.

This permit is a revocable authorization to use or occupy LWDD right-of-way, subject to the general and special conditions contained herein, which the permittee acknowledges and agrees to be bound by acceptance of this permit.

Should the permittee object to any permit conditions, a request to petition the LWDD Board of Supervisors must be submitted in writing no later than 30 days from date of permit issuance. The LWDD Board of Supervisors will consider the petition at the next available Board meeting, providing the petition is received more than 10 business days prior to the next available Board meeting. All petitions should include permittee name, contact information, condition(s) being contested, and explanation of disputed items.

1.0 General Conditions

1.1 All structures and/or works located on LWDD rights-of-way constructed by permittee shall remain the property of the permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. It is left to the sole discretion of LWDD to determine if the facilities are being properly maintained. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the LWDD's rights-of-way. The LWDD assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

1.2 Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of LWDD's regulation and fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the Permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that LWDD's review and issuance of this permit, including, but not limited to, any field inspections performed by LWDD, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated,

maintained or modified to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any LWDD staff or representative during the application review and permit issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as LWDD's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.

1.3 Permittee agrees to abide by all terms and conditions of this permit, including any representations made on the permit applications and related documents. Permittee agrees to pay all demolition, removal and restoration costs, investigative costs, court costs and reasonably attorney's fees, including appeals, resulting from any action taken by LWDD to obtain compliance with the conditions of the permit or removal of the permitted use. If legal action is taken by LWDD, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

1.4 This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon 30 days prior written notice. LWDD reserves the right to amend the terms and conditions contained herein at any time and for any reason. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right-of-way to the LWDD's satisfaction. In the event of failure to so comply within the specified time frame, LWDD may remove the permitted use and permittee shall be responsible for all removal and restoration costs. In addition, the permittee agrees and acknowledges that any failure to comply constitutes a violation of section 298.66, Florida Statutes, and LWDD may pursue any and all remedies available under law.

1.5 This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment of any other such impairment or disposition of LWDD's property rights. The LWDD approves the permitted use only to the extent of its interest in the works of LWDD. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by this permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required Permits or other authorizations. However, the LWDD, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the LWDD owns less than fee.

1.6 Unless specifically prohibited or limited by statute, permittee agrees to indemnify, defend and save the LWDD (which used herein includes LWDD and its past, present and/or future employees, agents, representatives, officers and/or Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees, judgements and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the LWDD's right-of-way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the permittee or of third parties. Permittee acknowledges that LWDD is exempt from liability for personal injury and damages that may occur as a result of permitted use or activity by virtue of Chapter 2009-258, Laws of Florida. Permittee agrees to provide legal counsel acceptable to the LWDD if requested for the defense of any such claims.

1.7 Permittee releases LWDD for any and all damages that may be caused by LWDD to the permitted use, while exercising its responsibilities and obligations of maintenance of its drainage system. The LWDD is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from water fluctuations or flows, or by the use of LWDD's rights-of-way by LWDD or a third party. Improvements placed within the right-of-way are done so at the sole risk of the owner/permittee.

1.8 The LWDD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the LWDD canals or any activities which may include use of contact with water from LWDD canals, since LWDD periodically sprays its canals and/or rights-of-way for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

1.9 The LWDD does not waive sovereign immunity, per section 768.28, Florida Statutes.

1.10 As specified by LWDD, permittee shall maintain insurance coverage to the required amounts and limits throughout the duration of the permit.

1.11 The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of LWDD including, but not limited to: a) discharging of debris or aquatic weeds into the works of LWDD; b) causing erosion or shoaling within the works of LWDD; c) planting trees or shrubs or erecting structures which limit or prohibit access by LWDD equipment and vehicles, except as authorized by the permit; d) leaving construction or other debris on the LWDD right-of-way or waterway; e) damaging LWDD berms and levees; f) removing of LWDD owned spoil material; g) removing or damaging LWDD locks, gates, and fencing; h) opening of LWDD rights-of-way to unauthorized vehicular access; or i) running or allowing livestock on the LWDD rights-of-way.

1.12 Permittee shall allow all LWDD staff the right to inspect the permitted use at any reasonable time.

1.13 Permittee shall allow, without charge or any interference, the LWDD, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting LWDD's routine and emergency, canal operation, maintenance, and construction activities. To the extent there is a conflicting use, the LWDD's use shall have priority over the permittee's use.

1.14 This permit is non-exclusive and revocable. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the LWDD.

1.15 If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the permittee must apply for and obtain the appropriate water management permit before or concurrently with any activities which may be conducted pursuant to this permit.

1.16 Permittee authorizes the LWDD to record the permit through filing the appropriate notice in the public records of Palm Beach County. Governmental entities and utilities are not subject to this provision.

1.17 Permittee shall be responsible for the repair or replacement of any existing facilities located within the LWDD right-of-way which are damaged as a result of construction or maintenance of the authorized facility.

1.18 If determined that the permitted use interferes with LWDD's canal maintenance, operations or rehabilitation efforts, permittee agrees that all or part of the permitted use must be removed and/or reconstructed at permittees expense.

1.19 The Permittee assigns or successors in title shall operate and maintain the permitted facilities in perpetuity, and shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions. As the LWDD has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of an LWDD right-of-way permit, its terms and conditions to prospective purchasers.

1.20 Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of permit. Within thirty (30) days of any transfer of interest or control of the subject property, the permittee must notify the LWDD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. All successors and assigns shall be required to apply for a transfer of permit with LWDD within 60 days of obtaining property or facility. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in this permit, which approval shall not be unreasonably withheld. Failure to submit a transfer of permit shall be considered a default of the terms and conditions of this permit and LWDD shall have the right to terminate this permit upon 10 days written notice to permittee. Failure to timely transfer the permit will necessitate Permittee, assigns or successors in title to remove all of the facilities and restore LWDD's right-of-way.

1.21 This permit is issued by the LWDD as a license to use or occupy LWDD works or lands. It does not create any right of entitlement, either legal or equitable, to the continued use of the LWDD works or lands. Since this permit conveys no right to the continued use of the works or lands, the LWDD is under no obligation to transfer this permit to any subsequent owner. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risks of loss as a result of the revocation of this permit. The permittee assigns or successors shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred.

1.22 Permittee agrees that no other encroachments and/or facilities shall be located within the right-of-way without prior authorization from LWDD.

1.23 It shall be the responsibility of the permittee to locate and protect the underground facilities of the LWDD or those of others prior to and during construction.

1.24 Permittee shall take the necessary precautions to prevent turbidity and/or silting upstream or downstream during construction.

1.25 All unpermitted facilities installed prior to or during construction must be removed prior to the project's final approval.

1.26 The permittee must make a copy of this permit available and/or post at the job site prior to and during any construction. Failure to comply may result in suspension of construction.

1.27 Permittee agrees that significant construction shall commence within one year and construction be completed within two (2) years from the date of permit issuance or the permit may terminate and a new permit application must be submitted. The new application must meet current operating policies including current applicable fees. Prior to the expiration date, the permittee may submit a request in writing for an extension of time to commence or complete construction.

1.28 Permittee or permittee's representative shall notify the LWDD construction inspector at least forty-eight (48) hours prior to any work to be undertaken within LWDD rights-of-way. All underground installations must be inspected prior to backfilling.

1.29 No dewatering into LWDD canals is authorized until written notification of approval from South Florida Water Management District has been submitted to LWDD.

1.30 Any non-compliance by the permittee of any condition listed herein will result in the termination of this permit, removal of permitted uses or facilities at the permittees expense, and/or LWDD requesting other jurisdictional agencies to withhold their final approvals.

1.31 Permittee shall submit record drawings within sixty (60) days of project completion. Drawings shall be signed and sealed by a Florida Professional Engineer and shall include sufficient information to show that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. All elevations shall be referenced to N.G.V.D. 1929 (adjusted). In lieu of signed and sealed record drawings utility cable companies may submit, within sixty (60) days of project completion, a project certification stating that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. Failure of the permittee to provide these drawings or certification within the time specified may result in LWDD revoking this permit and requesting that all jurisdictional agencies withhold their final approval until the drawings are received and approved by LWDD.

1.32 Special Conditions that are specific to the project site and right-of-way usage shall be incorporated into this permit as may be necessary in the best interest of the LWDD.

2.0 Special Conditions

2.1 This permit authorizes the Temporary access within the southern bank of L-8 Canal Right-of-Way to remove existing Well No.9 and reconstruct Well No. 9 and 8" DIP RWM outside of L-8 Canal Right-of-Way. Install temporary formation water discharge piping and temporary twelve foot (12') wide vehicle ramp over the temporary discharge piping ~ 2205' east of Kirk Road, as represented on the application, plans and/or specifications received on March 01, 2023, and the revised plans received on March 06, 2023.

2.2 The permittee or authorized representative shall provide the 48-hour notice prior to construction at https://www.lwdd.net/48-hour-construction-notice. The LWDD area inspector, Oscar Garcia, shall be contacted at 561-819-5592 or ogarcia@lwdd.net at least 48 hours prior to commencement of construction.

2.3 Permittee agrees that Temporary Access shall cease within twelve (12) months of issuance date being March 09, 2023, and this permit will expire March 09, 2024. A new permit application must be applied for prior to any construction activity on site. The new application must meet current operating policies including current applicable fees. Prior to the expiration date, the permittee may submit a request in writing for an extension of time to commence construction.

2.4 If at any time the terms and conditions of this permit are not met, then LWDD has the right to rescind this permit, and all rights granted to permittee through this permit will be revoked.

2.5 No equipment or materials should be stored within LWDD L-8 Canal Right-of-Way.

2.6 Permittee and contractors shall be responsible for the safety and wellbeing of the public during the term of this Permit and operate in a safe manner at all times.

2.7 Permittee agrees that in the event of an emergency declared by LWDD, permittee shall have contractors cease their work immediately and vacate LWDD right-of-way in order to provide an unencumbered access for LWDD.

2.8 Permittee shall furnish to LWDD proof of liability insurance for all contractors prior to accessing the right-of-way. Such insurance policy shall be kept in full force and effect during the term of said permit. The permittee or its successors and/or assigns is responsible for all costs to provide this insurance. Proof of such coverage shall be delivered to LWDD upon request at any time during the permit duration. In the event permittee allows said insurance policy to expire, the permit shall be in default and LWDD shall have the right to terminate this permit.

2.9 This Temporary Access Permit may not be transferred without written consent of LWDD.

2.10 Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

2.11 It shall be the responsibility of the Permittee or Permittee's contractor(s) installing the above-described facility to maintain the continuous uninterrupted free flow of water in the canal. It shall further be the duty of the Permittee to obtain the approval of LWDD for any construction methods, which would be contrary to the above.

2.12 The water quality of the discharge is as good as or better than the LWDD L-8 Canal. The quality of the discharge water shall meet Florida Department of Environmental Protection standards.

2.13 That shoaling does not occur in the LWDD L-8 Canal and that the discharge does not disturb the canal bottom.

2.14 That the bank slopes and canal berm of the LWDD L-8 Canal are not compromised in any manner and LWDD's right-of-way shall not be obstructed.

2.15 LWDD reserves the right to stop all operations if warranted by adverse weather conditions.

2.16 South Florida Water Management District Short Term or General Water Use Permit has been received prior to commencement of dewatering operation and a copy is kept on-site. For further information you

may contact the Water Use Division at the South Florida Water Management District at 561-682-6944.

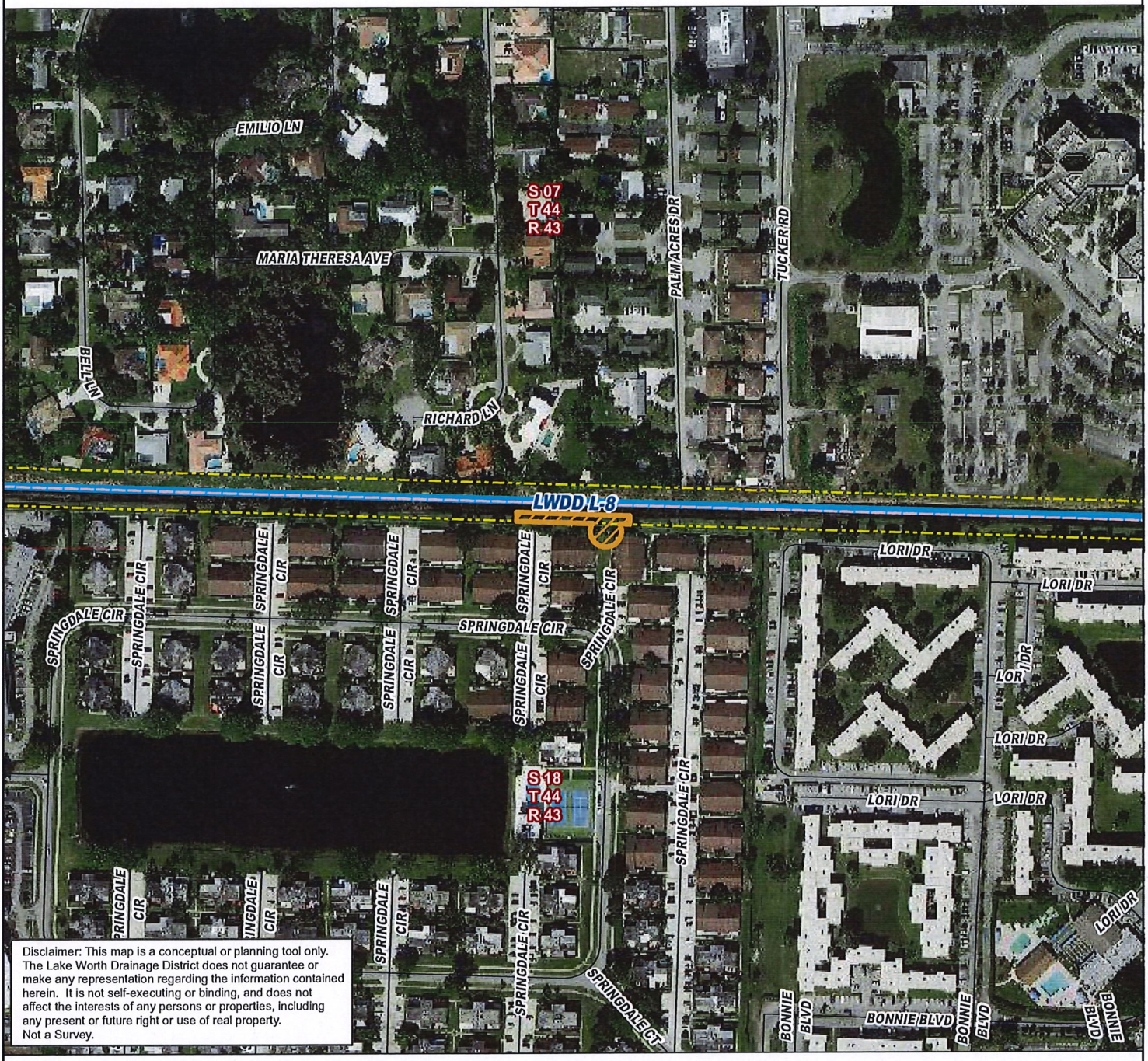
2.17 Should there be any damages to LWDD works or the L-8 Canal Right-of-Way as a result of actions or negligence on the part of the contractor during the construction of this project, the contractor will be held liable and could be subject to penalties as provided under Florida Statute 298.66.

Approved by:

Shawn Mitchell
Permit Coordinator

Brian Tilles, P.E.
Director, Right-of-Way Regulation

Exhibit Map



Disclaimer: This map is a conceptual or planning tool only. The Lake Worth Drainage District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property. Not a Survey.

Legend

- Right-of-Way Permit
- LWDD Canals
- Township and Range Grid
- Section Grid
- Right of Way Lines

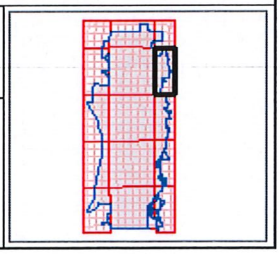
Permit Number: RW-23-0098
Record Type: Temporary Access
Permittee: Village of Palm Springs Paul Ward
Application Name: (Village of Palm Springs) L-8 Reconstruction of Surficial Aquifer Production Well No. 9

Palm Beach County, FL	Sec/Twp/Rge 18/44/43	Date 2023-03-08	Latitude (DMS): 26° 38m 51s N Longitude (DMS): 80° 5m 51s W	State Plane Coordinates X: 950966.03 Y: 842045.12

N
W E
S

0 100 200 400
Feet

Lake Worth Drainage District
13081 S Military Trail
Delray Beach, FL 33484
(561) 498-5363



APPENDIX B

DAILY DEVELOPMENT LOGS

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DAILY AIRLIFT DEVELOPMENT LOG

GENERAL INFORMATION

WELL OWNER:_____ **WELL NAME:**_____ **WELLFIELD:**_____

DATE:_____ **TIME ONSITE:**_____ **TIME OFFSITE:**_____ **DEVELOPMENT HOURS (TOTAL FOR DAY):**_____

CONTRACTOR:_____ **SUPERVISOR:**_____

COMMENTS:_____

WELL DETAILS

TOTAL DEPTH OF WELL (FT):_____**BLS/BTOC (circle one)** **DIAMETER OF BOREHOLE (IN):**_____

CASING I.D. (IN):_____ **SCREEN I.D. (IN):**_____

DEPTH TO BOTTOM OF CASING (FT):_____**BLS/BTOC (circle one)**

DEVELOPMENT EQUIPMENT DATA

MANUFACTURER:_____ **COMPRESSOR SIZE:**_____ **PSI:**_____

AIRLINE DIAMETER (O.D. & I.D.):_____ **AIRLINE SETTING DEPTH (FT):**_____**BLS/BTOC (circle one)**

DAILY READINGS

STATIC WATER LEVEL:_____**BLS/BTOC (circle one) @** _____**(TIME)**

GRAVEL PACK LEVEL (FT):_____**BLS/BTOC (circle one) @ Start of day**_____**(TIME)**

GRAVEL PACK LEVEL (FT):_____**BLS/BTOC (circle one) @ End of day**_____**(TIME)**

Specific Capacity

RATE (GPM):_____ **PUMPING WATER LEVEL (FT):**_____**BLS/BTOC (circle one)** **SPECIFIC CAPACITY (GPM/FT):**_____

DEVELOPMENT RECORD

START SURGE (TIME)	STOP SURGE (TIME)	INITIAL SAND IN IMHOFF (ML)	FINAL SAND IN IMHOFF (ML)	ADDITIONAL NOTES

DAILY PUMP DEVELOPMENT LOG

GENERAL INFORMATION

WELL OWNER:_____ **WELL NAME:**_____ **WELLFIELD:**_____

DATE:_____ **TIME ONSITE:**_____ **TIME OFFSITE:**_____

CONTRACTOR:_____ **SUPERVISOR:**_____

COMMENTS:_____

WELL DETAILS

TOTAL DEPTH OF WELL (FT):_____**BLS/BTOC (circle one)** **DIAMETER OF BOREHOLE (IN):**_____

CASING I.D. (IN):_____ **SCREEN I.D. (IN):**_____

DEPTH TO BOTTOM OF CASING (FT):_____**BLS/BTOC (circle one)**

DEVELOPMENT EQUIPMENT DATA

PUMP TYPE: SUBMERSIBLE / CENTRIFUGAL / TURBINE / JET / OTHER (circle one) **MANUFACTURER:**_____

PUMP DIAMETER (IN):_____ **PUMP SETTING DEPTH (FT):**_____**BLS/BTOC (circle one)**

DAILY READINGS

STATIC WATER LEVEL:_____**BLS/BTOC (circle one) @** _____**(TIME)**

GRAVEL PACK LEVEL (FT):_____**BLS/BTOC (circle one) @ Start of day**_____**(TIME)**

GRAVEL PACK LEVEL (FT):_____**BLS/BTOC (circle one) @ End of day**_____**(TIME)**

START DEVELOPMENT:_____ **AM/PM (circle one)** **STOP DEVELOPMENT:**_____**AM/PM(circle one)**

DEVELOPMENT RECORD

START SURGE (TIME)	STOP SURGE (TIME)	ROSSUM SAND TEST			PUMPING RATE (GPM)	PUMPING WATER LEVEL (FT)
		TEST START TIME	TEST DURATION (MIN.)	SAND (MG)		

APPENDIX C

DISINFECTION REPORTING FORM

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VILLAGE OF PALM SPRINGS
SURFICIAL AQUIFER WELL DISINFECTION REPORTING FORM

GENERAL INFORMATION

WELL NAME:_____ DATE:_____ WELLFIELD:_____ SUPERVISOR:_____

COMMENTS:_____

WELL INFORMATION FOR CHEMICAL ESTIMATION

DEPTH TO BOTTOM OF CASING (FT):_____ DIAMETER OF BOREHOLE (IN):_____

INSIDE DIAMETER OF CASING (IN):_____ INSIDE DIAMETER OF SCREEN (IN):_____

TOTAL DEPTH OF SCREEN (FT):_____ DEPTH TO STATIC WATER LEVEL (FT):_____

DEPTH TO TOP OF SCREEN (FT):_____ CASING AND SCREEN VOLUME (GAL):_____

LENGTH OF SCREEN (FT):_____ TOTAL TREATMENT VOLUME VOLUME (GAL):_____

DISINFECTION CHEMICAL DATA

MANUFACTURER:_____ PRODUCT NAME:_____ AGE:_____

DISINFECTION CHEMICAL TYPE:_____ CONCENTRATION (%):_____ EFFECTIVE CONCENTRATION (%):_____

DISINFECTION SOLUTION MIX

MIX RATIO CALCULATED BY:_____ TYPE OF EQUIPMENT TO BE DISINFECTED:_____

BATCH 1

VOLUME OF CHEMICAL (GAL):_____ VOLUME OF WATER (GAL):_____ STRENGTH OF MIX (mg/L):_____

TESTED PROPERTIES OF MIX: CHLORINE RESIDUAL (mg/L)=_____ pH=_____

TIME:_____ SOLUTION APPLICATION METHOD:_____ SOLUTION APPLICATION DEPTH:_____

NOTES:_____

_____

BATCH 2

VOLUME OF CHEMICAL (GAL):_____ VOLUME OF WATER (GAL):_____ STRENGTH OF MIX (mg/L):_____

TESTED PROPERTIES OF MIX: CHLORINE RESIDUAL (mg/L)=_____ pH=_____

TIME:_____ SOLUTION APPLICATION METHOD:_____ SOLUTION APPLICATION DEPTH:_____

NOTES:_____

_____

BATCH 3

VOLUME OF CHEMICAL (GAL):_____ VOLUME OF WATER (GAL):_____ STRENGTH OF MIX (mg/L):_____

TESTED PROPERTIES OF MIX: CHLORINE RESIDUAL (mg/L)=_____ pH=_____

TIME:_____ SOLUTION APPLICATION METHOD:_____ SOLUTION APPLICATION DEPTH:_____

NOTES:_____

_____

WELL SURGING

NUMBER OF SURGES: _____

TIME OF SURGING: _____

SURGE WATER TESTING

CHLORINE RESIDUAL (mg/L): _____

pH: _____

RECIRCULATION

RECIRCULATION RATE:_____

DURATION OF RECIRCULATION:_____

RECURCULTION WATER TESTING

CHLORINE RESIDUAL (mg/L):_____

pH:_____

WELL PURGING

DATE: _____

TIME: _____

PURGED WATER TESTING

TOTAL CONTACT TIME IN WELL: _____

CHLORINE RESIDUAL (mg/L): _____

pH: _____

DECHLORINATED DISCHARGE WATER

DATE:_____

TIME:_____

DISCHARGE WATER TESTING

DISCHARGE LOCATION:_____

CHLORINE RESIDUAL (mg/L):_____

pH:_____

NOTES:

WELL CHLORINATION SOLUTION (50 mg/L)=0.4 GAL NaClO (12.5%) or 0.6 LBS Ca(ClO)2 (72%) PER 1000 GAL WATER

EQUIPMENT SPRAY CHLORINATION SOLUTION (200mg/L)=1.6 GAL NaClO (12.5%) OR 2.3 LBS Ca(ClO)2 (72%) PER 1000 GAL WATER

GRAVEL PACK CHLORINATION SOLUTION (100 mg/L)=0.8 GAL NaClO (12.5%) OR 1.2 LBS Ca(ClO)2 (72%) PER 1000 GAL WATER

NaClO DETERIORATES AT APPROXIMATELY 5% TO 10% PER 30 DAYS OF STORAGE

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APPENDIX D

FDEP Safe Drinking Water Program Lab Reporting Format

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Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

INSTRUCTIONS

This format is to be used by laboratories for reporting drinking water analyses to the appropriate Department of Environmental Protection (DEP) or Health Department offices (see below). For analysis results to be acceptable for compliance with Chapter 62-550, F.A.C., laboratories performing the analyses must be certified for those analayses in drinking water by the Florida Department of Health (DOH) and report results in accordance with Chapter 62-160, F.A.C. Computer generated or otherwise personalized reports will be accepted as long as they conform to this format, with the results reported using the same groups with the same contaminant IDs, contaminant names, units, column headings, and in the same order as in this format.

The contaminants shown in this example are those named in Rule 62-550, F.A.C. Other contaminants may be reported using this format as long as the contaminant IDs and names are the same as those found in the Safe Drinking Water Act. When applicable, results shall be reported using the data qualifier codes specified in the attached Table 1 of Rule 62-160, F.A.C. Parameters not reported need not be listed. Multiple samples for the same parameter can be reported under the same cover sheet as long as the sample locations are specific. Likewise, composite samples must be so identified so that if samples are from multiple plants and/or systems, credit for compliance will be given to all the plants/systems. Radionuclides samples that have been composited over time (multiple quarters) also have to be clearly identified so that proper credit for compliance will be given.

Send completed reports to the DEP District Office or DOH Health Department office which has jurisdiction over the water system. The 7-character PWS ID must be included on the report.

Northwest DEP District Office……. 160 Governmental Center, Pensacola, FL, 32502-5794……850.595-8300
Northeast DEP District Office ……. 8800 Baymeadows Way West, Suite 100, Jacksonville, FL, 32256……..904.256-1700
Central DEP District Office …….. 3319 Maguire Blvd., Suite 232, Orlando, FL, 32803-3767……..… 407.894-7555
Southeast DEP District Office ……. 400 N. Congress Ave., Suite 200, West Palm Beach, FL, 33416……..… 561.681-6600
Southeast DEP District Branch Office ……1801 S.E. Hillmoor Dr., Suite C-204, Port St. Lucie, FL, 34952……..… 772.398-2806
South DEP District Office ……. P.O. Box 2549, Ft. Myers, FL, 33902-2549 ……. 239.332-6975
Southwest DEP District Office …… 13051 N. Telecom Parkway, Temple Terrace, FL, 33637……..…. 813.632-7600

Broward County Health Department ……..2421 S.W. 6th Ave., Ft. Lauderdale, FL, 33315……... 954.467-4854
Dade County Health Department ……..… 1725 N.W. 167th St., Suite 119, Miami, FL, 33056……..…… 305.623-3552
Hillsborough County Health Department ……P.O. Box 5135, Tampa, FL, 33675-5135……... 813.307-8059
Lee County Health Department ……..… .60 Danley Dr., Unit 1, Ft. Myers, FL, 33907 ……. …….. 239.274-2200
Palm Beach County Health Department….. .P.O. Box 29, West Palm Beach, FL, 33402 ……..... 561.837-5900
Polk County Health Department…… .1290 Golfview Ave., 4th Floor, Bartow, FL, 33830……..... 863.519-8330
Sarasota County Health Department ……..…1301 Cattleman Road, Sarasota, FL, 34232…… 941.378-6133
Volusia County Health Department……..…Environmental Engineering – Bin #180, Box 9190, Daytona Beach, FL, 32120-9190… 386.736-5436

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Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

DATA QUALIFIER CODES (From 62-160, Table 1)

The following qualifier codes shall be used by laboratories when reporting data values that either meet the specified descriptions outlined below or do not meet the quality control criteria of the laboratory. They are categorized on these 2 pages as Acceptable, Not Acceptable, or May Be Acceptable for compliance.

The following codes (B,D,E,I,K.L,M,U,V,!) **ARE ACCEPTABLE** for use with results submitted for compliance with 62-550 and 62-555.	
SYMBOL	MEANING
B	Results based upon colony counts outside the acceptable range. Applies to microbiological tests and specifically to membrane filter colony counts. It is to be used if the colony count is generated from a plate in which the total number of coliform colonies is outside the method indicated ideal range. This code is not to be used if a 100 mL sample has been filtered and the colony count is less than the lower value of the ideal range.
D	Measurement was made in the field (i.e., in situ). This code applies to any value (except field measurements of pH, specific conductance, dissolved oxygen, temperature, total residual chlorine, transparency, turbidity or salinity) that was obtained under field conditions using approved analytical methods. If the parameter code specifies a field measurement (e.g., "Field pH"), this code is not required.
E	Indicates that extra samples were taken at composite stations.
I	The reported value is greater than or equal to the laboratory method detection limit but less than the laboratory practical quantitation limit.
K	Off-scale low. Actual value is known to be less than the value given. This code shall be used if the value is less than the lowest calibration standard and the calibration curve is known to be non-linear; or the value is known to be less than the reported value based on sample size, dilution. Shall not be used to report values that are less than the laboratory practical quantitation limit or laboratory method detection limit.
L	Off-scale high. Actual value is known to be greater than value given. To be used when the concentration of the analyte is above the acceptable level for quantitation (exceeds the linear range or highest calibration standard) and the calibration curve is known to exhibit a negative deflection.
M	When reporting chemical analyses: presence of material is verified but not quantified; the actual value is less than the value given. The reported value shall be the laboratory practical quantitation limit. This code shall be used if the level is too low to permit accurate quantification, but the estimated concentration is greater than or equal to the method detection limit. If the value is less than the method detection limit use "T" below.
U	Indicates that the compound was analyzed for but not detected. This symbol shall be used to indicate that the specified component was not detected. The value associated with the qualifier shall be the laboratory method detection limit. Unless requested by the client, less than the method detection limit values shall not be reported (see "T" below).
V	Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value. Note: unless specified by the method, the value in the blank shall not be subtracted from associated samples.
!	Data deviate from historically established concentration ranges.
The following codes (A,F,H,N,O,T,Z,?,*) are **NOT ACCEPTABLE** for use with results submitted for compliance with 62-550 and 62-555.	
A	Value reported is the arithmetic mean (average) of two or more determinations. This code shall be used if the reported value is the average of results for two or more discrete and separate samples. These samples shall have been processed and analyzed independently. Do not use this code if the data are the result of replicate analysis on the same sample aliquot, extract or digestate.
F	When reporting species: F indicates the female sex.
H	Value based on field kit determination; results may not be accurate. This code shall be used if a field screening test (i.e., field gas chromatograph data, immunoassay, vendor-supplied field kit, etc.) was used to generate the value and the field kit or method has not been recognized by the Department as equivalent to laboratory methods.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

DATA QUALIFIER CODES (From 62-160, Table 1)
CONTINUED

N	Presumptive evidence of presence of material. This qualifier shall be used if the component has been tentatively identified based on mass spectral library search; or there is an indication that the analyte is present, but quality control requirements for confirmation were not met (i.e., presence of analyte was not confirmed by alternative procedures).
O	Sampled, but analysis lost or not performed.
T	Value reported is less than the laboratory method detection limit. The value is reported for informational purposes only and shall not be used in statistical analysis.
Z	Too many colonies were present for accurate counting. Historically, this condition has been reported as "too numerous to count" (TNTC). The "Z" qualifier code shall be reported when the total number of colonies of all types is more than 200 in all dilutions of the sample. When applicable to the observed test results, a numeric value for the colony count for the microorganism tested shall be estimated from the highest dilution factor (smallest sample volume) used for the test and reported with the qualifier code.
?	Data are rejected and should not be used. Some or all of the quality control data for the analyte were outside criteria, and the presence or absence of the analyte cannot be determined from the data.
*	Not reported due to interference.

The following codes (J,Q,R,Y) **MAY OR MAY NOT BE ACCEPTABLE** for use with results submitted for compliance with 62-550 and 62-555, depending on the parameter(s) and/or the circumstances. Results with these codes will be evaluated on a case by case basis.

SYMBOL	MEANING
J	Estimated value. A "J" value shall be accompanied by a detailed explanation for designating the value as estimated. Where possible, the lab shall report whether the actual value is estimated to be less than or greater than the reported value. A "J" value shall not be used as a substitute for K, L, M, T, V, or Y, however, if additional reasons exist for identifying the value as an estimate (e.g., matrix spiked failed to meet acceptance criteria), the "J" code may be added to a K, L, M, T, V, or Y. Examples of situations in which a "J" code must be reported include: instances where a quality control item associated with the reported value failed to meet the established quality control criteria (the specific failure must be identified); instances when the sample matrix interfered with the ability to make any accurate determination; instances when data are questionable because of improper laboratory or field protocols (e.g., composite sample was collected instead of a grab sample); instances when the analyte was detected at or above the method detection limit in a blank other than the method blank (such as calibration blank or field-generated blanks and the value of 10 times the blank value was equal to or greater than the associated sample value); or instances when the field or laboratory calibrations or calibration verifications did not meet calibration acceptance criteria.
Q	Sample held beyond the accepted holding time. This code shall be used if the value is derived from a sample that was prepared or analyzed after the approved holding time restrictions for sample preparation or analysis.
R	Significant rain in the past 48 hours. (Significant rain typically involves rain in excess of 1/2 inch within the past 48 hours.) This code shall be used when the rainfall might contribute to a lower than normal value.
Y	The laboratory analysis was from an improperly preserved sample. The data may not be accurate.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

PUBLIC WATER SYSTEM INFORMATION (to be completed by sampler – please type or print legibly)

System Name: _____ PWS I.D. #: _____

System Type (check one): ☐Community ☐Nontransient Noncommunity ☐Transient Noncommunity

Address: _____

City: _____ ZIP Code: _____

Phone # _____ Fax #: _____ E-Mail Address: _____

SAMPLE INFORMATION (to be completed by sampler)

Sample Number: _____ Sample Date: _____ Sample Time: _____ AM PM (Circle One)

Sample Location (be specific) : _____ Location Code: _____

Disinfectant Residual (Required when reporting results for trihalomethanes and haloacetic acids): _____ mg/L Field pH: _____

Sample Type (Check Only One)

☐Distribution
☐Entry Point (to Distribution)
☐Plant Tap (not for compliance with 62-550)
☐Raw (at well or intake)
☐Max Residence Time
☐Ave Residence Time
☐Near First Customer

Reason(s) for Sample (Check all that apply)

☐Routine Compliance with 62-550
☐Confirmation of MCL Exceedance*
☐Composite of Multiple Sites**
☐Replacement (of Invalidated Sample)
☐Special (not for compliance with 62-550)
☐Clearance (permitting)
☐Other: _____

Sampling Procedure Used or Other Comments:

_____

*See 62-550.500(6) for requirements and restrictions. And 62-550.512(3) for nitrate or nitrite exceedances.

**See 62-550.550(4) for requirements and attach a results page for each site.

SAMPLER CERTIFICATION

I, _____ (Print Name), _____ (Print Title), do HEREBY CERTIFY that the above public water system and sample collection information is complete and correct.

Signature: _____ Date: _____

Certified Operator #: _____ Phone #: _____ Sampler's Fax #: _____

Sampler's E-mail: _____

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

LABORATORY CERTIFICATION INFORMATION (to be completed by lab – please type or print legibly)

Lab Name:_____Florida DOH Certification #: _____Certification Expiration Date:_____

ATTACH CURRENT DOH ANALYTE SHEET*

Address: _____ Phone #: _____

Were any analyses subcontracted? ☐Yes ☐No If yes, please provide DOH certification number(s): _____

ATTACH DOH ANALYTE SHEET FOR EACH SUBCONTRACTED LAB*

ANALYSIS INFORMATION (to be completed by lab) Date Sample(s) Received: _____

PWS ID (From Page 1): _____Sample Number (From Page 1):_____Lab Assigned Report # or Job ID:_____

Group(s) Analyzed & Results attached for compliance with Chapter 62-550, F.A.C. (Check all that apply):

Inorganics	Synthetic Organics	Volatile Organics	Disinfection Byproducts	Radionuclides	Secondaries
☐All Except Asbestos	☐All 30	☐All 21	☐Trihalomethanes	☐Single Sample	☐All 14
☐Partial	☐All Except Dioxin	☐Partial	☐Haloacetic Acids	☐Qtrly Composite**	☐Partial
☐Nitrate	☐Partial		☐Chlorite		
☐Nitrite	☐Dioxin Only		☐Bromate		
☐Asbestos					

LAB CERTIFICATION

I, _____,_____, do HEREBY CERTIFY
(Print Name) (Print Title)

that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

Signature:_____ Date:_____

* Failure to provide a valid and current Florida DOH lab certification number and a current Analyte Sheet for the attached analysis results will result in rejection of the report, possible enforcement against the public water system for failure to sample, and may result in notification of the DOH Bureau of Laboratory Services.

** Please provide radiological sample dates & locations for each quarter.

CONFIRMATION & NOTIFICATION IS REQUIRED WITHIN 24 HRS FOR NITRATE OR NITRITE MCL EXCEEDANCES
NON-DETECTS ARE TO BE REPORTED AS THE MDL WITH A "U" QUALIFIER. **(Non-detects reported as "BDL" or with a "<" are not acceptable.)**

COMPLIANCE DETERMINATION (to be completed by DEP or DOH -- attach notes as necessary)

Sample Collection & Analysis Satisfactory:☐Yes ☐No _____ Replacement Sample or Report Requested (circle or highlight group(s) above)

Person Notified:_____Date Notified: _____ DEP/DOH Reviewing Official: _____

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

INORGANIC CONTAMINANTS
62-550.310(1)

Report Number / Job ID: _____

PWS ID (From Page 1): _____

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Certification #
1040	Nitrate (as N)	10	mg/L							E
1041	Nitrite (as N)	1	mg/L							E
1005	Arsenic	0.010	mg/L							E
1010	Barium	2	mg/L							E
1015	Cadmium	0.005	mg/L							E
1020	Chromium	0.1	mg/L							E
1024	Cyanide	0.2	mg/L							E
1025	Fluoride	4.0	mg/L							E
1030	Lead	0.015	mg/L							E
1035	Mercury	0.002	mg/L							E
1036	Nickel	0.1	mg/L							E
1045	Selenium	0.05	mg/L							E
1052	Sodium	160	mg/L							E
1074	Antimony	0.006	mg/L							E
1075	Beryllium	0.004	mg/L							E
1085	Thallium	0.002	mg/L							E
1094	Asbestos	7 MFL	MFL							E

*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, *, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

SECONDARY CONTAMINANTS
62-550.320

Report Number / Job ID: _____

PWS ID (From Page 1): _____

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Certification #
1002	Aluminum	0.2	mg/L							E
1017	Chloride	250	mg/L							E
1022	Copper	1	mg/L							E
1025	Fluoride	2.0	mg/L							E
1028	Iron	0.3	mg/L							E
1032	Manganese	0.05	mg/L							E
1050	Silver	0.1	mg/L							E
1055	Sulfate	250	mg/L							E
1095	Zinc	5	mg/L							E
1905	Color	15	CU							E
1920	Odor	3	TON							E
1925	pH (field pH from page 1)	6.5 - 8.5								E
1930	Total Dissolved Solids	500	mg/L							E
2905	Foaming Agents	0.5	mg/L							E

*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, *, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

DISINFECTION BYPRODUCTS
62-550.310(3)

Report Number / Job ID: _____

Disinfectant Residual (mg/L): _____

PWS ID (From Page 1): _____

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Regulatory MRL**	Analysis Date	Analysis Time	DOH Lab Certification #
1009	Chlorite	1000	µg/L					20***			E
1011	Bromate	10	µg/L					5.0 or 1.0****			E

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Regulatory MRL**	Analysis Date	Analysis Time	DOH Lab Certification #
2450	Monochloroacetic Acid	N/A	µg/L					2.0			E
2451	Dichloroacetic Acid	N/A	µg/L					1.0			E
2452	Trichloroacetic Acid	N/A	µg/L					1.0			E
2453	Monobromoacetic Acid	N/A	µg/L					1.0			E
2454	Dibromoacetic Acid	N/A	µg/L					1.0			E
2456	Total Haloacetic Acids (HAA5)	60	µg/L					---			E

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Regulatory MRL**	Analysis Date	Analysis Time	DOH Lab Certification #
2941	Chloroform	N/A	µg/L					1.0			E
2942	Bromoform	N/A	µg/L					1.0			E
2943	Bromodichloromethane	N/A	µg/L					1.0			E
2944	Dibromochloromethane	N/A	µg/L					1.0			E
2950	Total Trihalomethanes (TTHM)	80	µg/L					---			E

** Laboratories are required to adhere to the minimum reporting level (MRL) requirements of 40 CFR 141.131(b)(2)(iv).

*** Applicable to monitoring as prescribed in 40 CFR 141.132.(b)(2)(i)(B) and (b)(2)(ii).

**** Laboratories that use EPA Methods 317.0 Revision 2.0, 326.0 or 321.8 must meet a 1.0 µg/L MRL for bromate.

NOTE: Do not round values. Report results to the accuracy, precision, and sensitivity of the analytical method used.

*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, *, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

RADIONUCLIDES
62-550.310(6)

Report Number / Job ID: _____

PWS ID (From Page 1): _____

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	RDL	Analysis Error	Analysis Date	Analysis Time	DOH Lab Certification #
4000	Gross Alpha (Excl Uranium)	15	pCi/L	**				3				E
4002	Gross Alpha (Incl Uranium)	***	pCi/L					3				E
4006	Combined Uranium**** (U-234, U-235, & U-238)	20	pCi/L					.67				E
		30	µg/L					1				E
4020	Radium-226	5	pCi/L					1				E
4030	Radium-228							1				E

** If the result exceeds 5 pCi/L, a measurement for radium-226 is required. Uranium is reported separately under Contam ID 4006.

*** If the results exceed 5 pCi/L, a measurement for radium-226 is required. If the results exceed 15 pCi/L, a measurement for Combined Uranium must be reported separately. The DEP/DOH will subtract the U value from the Gross Alpha (ID 4002) to determine compliance with MCL for Gross Alpha (Excl. U) of 15pCi/L. If the result for ID 4002 Gross Alpha (Including Uranium) does not exceed 15pCi/L, Combined Uranium need not be measured nor reported.

**** If using Uranium testing methods ASTM D5174 or EPA 200.8 only, then Analysis Error need not be reported.

*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, *, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

VOLATILE ORGANICS
62-550.310(4)(a)

Report Number / Job ID: _____

PWS ID (From Page 1): _____

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	RDL	Analysis Date	Analysis Time	DOH Lab Certification #
2378	1,2,4-Trichlorobenzene	70	µg/L					0.5			E
2380	cis-1,2-Dichloroethylene	70	µg/L					0.5			E
2955	Xylenes (total)	10,000	µg/L					0.5			E
2964	Dichloromethane	5	µg/L					0.5			E
2968	o-Dichlorobenzene	600	µg/L					0.5			E
2969	para-Dichlorobenzene	75	µg/L					0.5			E
2976	Vinyl Chloride	1	µg/L					0.5			E
2977	1,1-Dichloroethylene	7	µg/L					0.5			E
2979	trans-1,2-Dichloroethylene	100	µg/L					0.5			E
2980	1,2-Dichloroethane	3	µg/L					0.5			E
2981	1,1,1-Trichloroethane	200	µg/L					0.5			E
2982	Carbon tetrachloride	3	µg/L					0.5			E
2983	1,2-Dichloropropane	5	µg/L					0.5			E
2984	Trichloroethylene	3	µg/L					0.5			E
2985	1,1,2-Trichloroethane	5	µg/L					0.5			E
2987	Tetrachloroethylene	3	µg/L					0.5			E
2989	Monochlorobenzene	100	µg/L					0.5			E
2990	Benzene	1	µg/L					0.5			E
2991	Toluene	1,000	µg/L					0.5			E
2992	Ethylbenzene	700	µg/L					0.5			E
2996	Styrene	100	µg/L					0.5			E

NOTE: Results indicating non-detection with a reported lab MDL > .5 µg/L will not be accepted for compliance.

*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, *, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

SYNTHETIC ORGANICS

Report Number / Job ID:_____ PWS ID (from Page 1): _____

62-550.310(4)(b)

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	RDL	Extraction Date	Analysis Date	Analysis Time	DOH Lab Certification #
2005	Endrin	2	µg/L					0.01				E
2010	Lindane	0.2	µg/L					0.02				E
2015	Methoxychlor	40	µg/L					0.1				E
2020	Toxaphene	3	µg/L					1				E
2031	Dalapon	200	µg/L					1				E
2032	Diquat	20	µg/L					0.4				E
2033	Endothall	100	µg/L					9				E
2034	Glyphosate	700	µg/L					6				E
2035	Di(2-ethylhexyl)adipate	400	µg/L					0.6				E
2036	Oxamyl (Vydate)	200	µg/L					2				E
2037	Simazine	4	µg/L					0.07				E
2039	Di(2-ethylhexyl)phthalate	6	µg/L					0.6				E
2040	Picloram	500	µg/L					0.1				E
2041	Dinoseb	7	µg/L					0.2				E
2042	Hexachlorocyclopentadinene	50	µg/L					0.1				E
2046	Carbofuran	40	µg/L					0.9				E
2050	Atrazine	3	µg/L					0.1				E
2051	Alachlor	2	µg/L					0.2				E
2063	2,3,7,8-TCDD (Dioxin)	0.03	ng/L					0.005				E
2065	Heptachlor	0.4	µg/L					0.04				E
2067	Heptachlor Epoxide	0.2	µg/L					0.02				E
2105	2,4-D	70	µg/L					0.1				E
2110	2,4,5-TP (Silvex)	50	µg/L					0.2				E
2274	Hexachlorobenzene	1	µg/L					0.1				E
2306	Benzo(a)pyrene	0.2	µg/L					0.02				E
2326	Pentachlorophenol	1	µg/L					0.04				E
2383	Polychlorinated biphenyls (PCBs)	0.5	µg/L					0.1				E
2931	Dibromochloropropane	0.2	µg/L					0.02				E
2946	Ethylene Dibromide (EDB)	0.02	µg/L					0.01				E
2959	Chlordane	2	µg/L					0.2				E

NOTE: Results indicating non-detection with a reported lab MDL >50% of the MCL will not be accepted for compliance.

*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, *, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.

Florida Department of Environmental Protection
Safe Drinking Water Program Laboratory Reporting Format

OTHER CONTAMINANTS

Report Number / Job ID: _____

PWS ID (From Page 1): _____

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Analysis Date	Analysis Time	DOH Lab Certification #
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E
										E

*Results must be reported with appropriate qualifiers in accordance with Florida Administrative Code Rule 62-160, Table 1. Results qualified with A, F, H, N, O, T, Z, ?, *, are unacceptable for compliance with 62-550. Results qualified with a J, Q, R, or Y must be accompanied by written justification and will be evaluated on a case by case basis. To avoid a monitoring violation, unacceptable results must be replaced with acceptable results from samples collected during the same monitoring period.

APPENDIX E

Preconstruction Salvage Form

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PRECONSTRUCTION SALVAGE FORM

Plant: **Well:**

Well Item	Return to Plant	Contractor to Dispose
Pump		
Motor		
Pump and Motor Drop Pipe and Foot Valve		
Aboveground Discharge Piping		
Check Valve		
Wellhead Flange		
Air Release Valve Assembly		
Pipe Supports		
Couplings		
Valves:		
Fittings (DIP):		
Fittings (MJ):		
Instruments:		
Flow Meter		
Conductivity Meter		
Pressure Gage and Pressure Transmitter		
Level Transmitter		
Electrical Control Panel Components:		
VFD Drive and Air Condition Unit		
Soft Starters, and Breakers		
Control Panel		
Cables and Conduits		
Additional Items:		
Remote Telemetry Unit (RTU) Panel & Antenna		

NOTE: The Contractor is responsible for removal of all debris from the site not indicated on this form.

Additional Notes:

_____

Plant Operator/Manager

APPENDIX F

Owner Furnished Materials

Materials listed herein shall be furnished to CONTRACTOR by OWNER at no cost to CONTRACTOR. CONTRACTOR shall be responsible for proper storage/maintenance once CONTRACTOR has taken receipt of furnished materials through completion of the project. CONTRACTOR shall be responsible for furnishing additional materials/components/parts as necessary for fully operational systems / components as detailed in the Contract Plans and Specifications. OWNER-furnished materials detailed herein span multiple Contract Bid Items (concrete work, wellhead piping, electrical, instrumentation/controls, etc...). CONTRACTOR shall not be responsible for warrantying individual materials / components furnished by OWNER, as indicated herein. CONTRACTOR shall be responsible for fulfilling remaining contract warranty requirements as detailed in the Contract Specifications.

FERGUSON®
WATERWORKS
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

Please contact with Questions: 954-973-8100

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1105558			1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-POMPANO BEACH, FL WW #125
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

NOTE:
MATERIALS HIGHLIGHTED IN YELLOW ARE OWNER FURNISHED AND SHALL BE PROVIDED TO CONTRACTOR FOR INSTALLATION AS PROPOSED ON CONTRACT PLANS AND SPECIFICATIONS. MATERIALS NOT HIGHLIGHTED SHALL BE CONTRACTOR FURNISHED/INSTALLED AS NECESSARY

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			ATTN JEFF 561-818-3228			
2	✓ 2	SP-8SSSUP	8 SS PIPE SUPPORT 316 SS Per Detail, 3'3 to CL of 8" DIP		EA	
1	✓ 1	SP-SSWELLHEAD	SS WELLHEAD FABRICATION		EA	
			INVOICE SUB-TOTAL			
			TAX	Palm Beach		

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE**

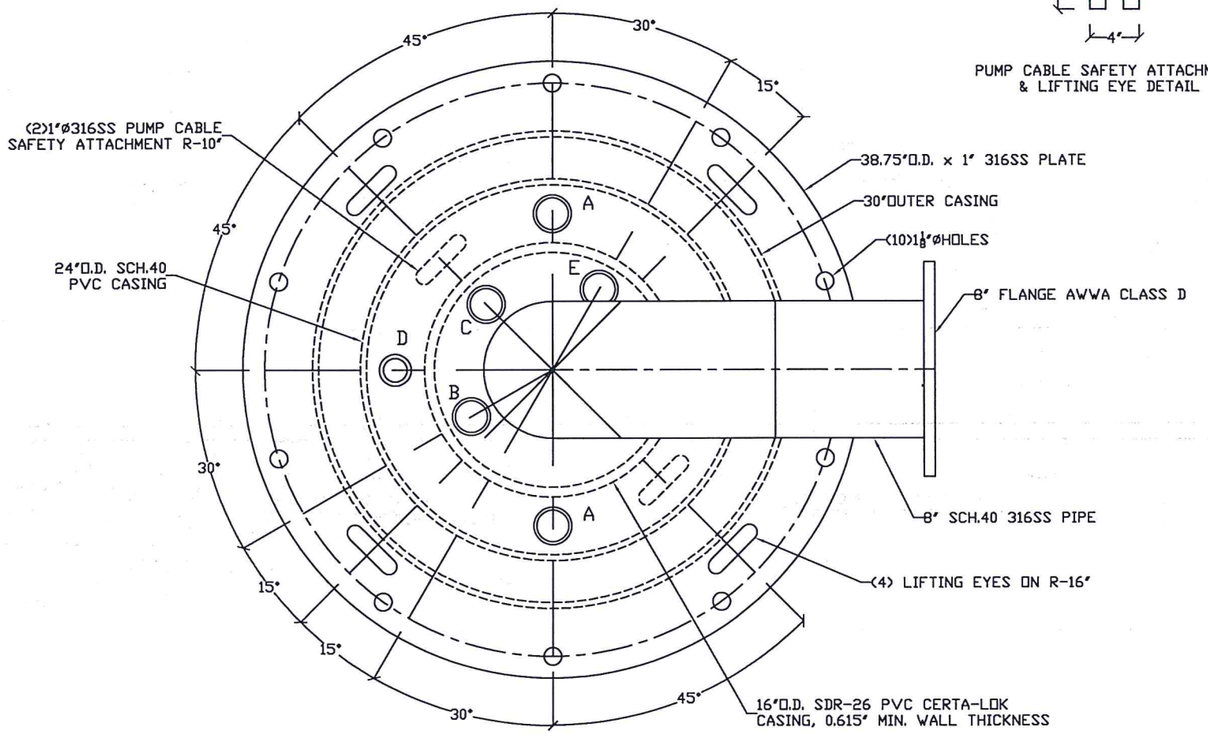
All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.
Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

Ordered	B/O	Shipped	Our Stock #/Description/Your Part #	Unit Price	UM	Extended Price	CD%
			*********MTR'S REQUIRED**********				
1		1	F16PPSD300 *	2170.0000	EA	2,170.00	
			30" 150# FFSO D-RING FLG T316SS				
			FLG				
			HT ZJGF2009-1070				

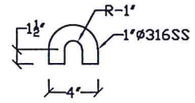
NOTE:
OWNER SHALL FURNISH 30" 316 SS SURFACE CASING EXTENSION WITH WELDED 30" 316 SS FLANGE AND 8" 316 SS LONG RADIUS 90-DEG BEND X 30" 316 SS FLANGE ASSEMBLY TO CONTRACTOR.

30" SPOOL LENGTH IS APPROX. 3' EXCLUDING THE FLANGE.

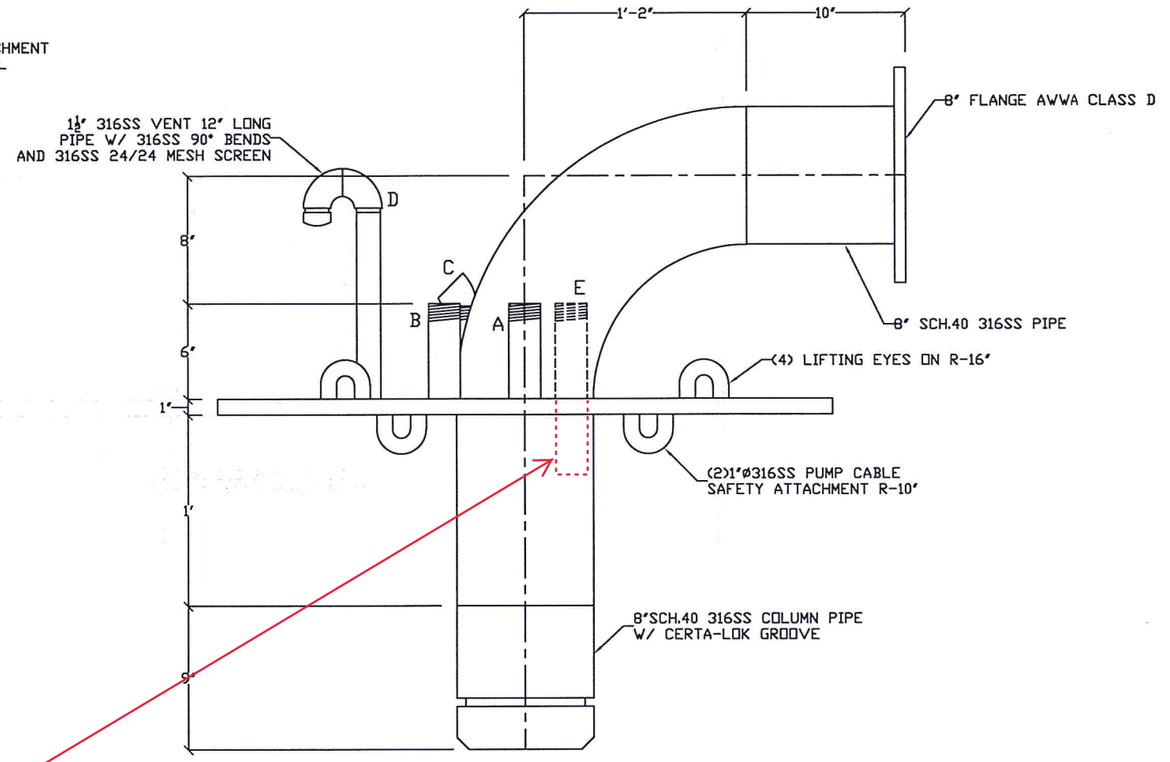
SEE PHOTO BELOW FOR REFERENCE (30" SPOOL IS PARTIALLY BURIED). SEE ADD. DETAILS NEXT SHEET.



PLAN VIEW



PUMP CABLE SAFETY ATTACHMENT & LIFTING EYE DETAIL



ELEV. VIEW

Fitting E shall also extend below the wellhead flange and be threaded.

316

LEGEND:

A – 2" THREADED NIPPLE W/ 316SS CAP (GRAVEL FEED, 2 REQ'D)
B – 2" THREADED NIPPLE W/ 316SS CAP (WATER LEVEL, DISINFECTION PORT)
C – 2" THREADED NIPPLE W/ 316SS 45° BEND, CHAMFER OPENING AT UNDERSIDE OF PLATE (PUMP ELECTRICAL)
D – 1 1/2" THREADED NIPPLE W/ WELL VENT
E – 2" THREADED NIPPLE W/ 1 1/2" PVC STILLING WELL W 1/2"ø HOLES DRILLED FOR LEVEL TRANSDUCER

NOTES:

1. ALL MATERIAL FOR 150 PSI
2. ALL MATERIAL A240 315L SS
3. ALL WELDS PER ASME STANDARDS USING 316L FILLER WIRE. WELDING SHALL BE CONDUCTED BY A CERTIFIED WELDER. NO FIELD WELDING ALLOWED.
4. 8" FLANGE AWWA C207 CLASS D
5. PIPE 8" SCHEDULE 40 SS
6. CUTS AND REWELDS NOT PERMITTED/ALLOWED
7. INTERIOR/EXTERIOR, AND ALL WELDS ON WELL HEAD SHALL BE PICKLED AND PASSIVATED PER ASTM A967 AND ASTM A380 AND SHALL BE SMOOTH AND FREE OF ANY DEFECTS.

MATERIAL: 316SS
QTY: 1EA
PIECE#: F-1

BIRMINGHAM STEEL FABRICATORS
DIVISION OF CLOW RODGERS INC.

DATE: 10-12-21	DRAWN BY: C. BROWN
VILLAGE OF PALM SPRINGS	
FERGUSON	FR-1

FERGUSON®
WATERWORKS
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

Please contact with Questions: 954-973-8100

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1102535			1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-POMPANO BEACH, FL WW #125
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

NOTE:
MATERIALS HIGHLIGHTED IN YELLOW ARE OWNER FURNISHED AND SHALL BE PROVIDED TO CONTRACTOR FOR INSTALLATION AS PROPOSED ON CONTRACT PLANS AND SPECIFICATIONS. MATERIALS NOT HIGHLIGHTED SHALL BE CONTRACTOR FURNISHED/INSTALLED AS NECESSARY

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1208	1208	FL2PAB	21173-004	106		07/11/22	IO 120788

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	SP-HP065FF1634	6" FLG 250B BFV 125# Wafer Style Industrial Vlv EPDM SEAT, DI BODY, DI DISC 17-4SS SHAFT, FLUOMETAL BEARING MDR2S HW W/ INDICATOR OL 8 MILS AMERLOCK 2 EPOXY EXTERIOR 8 MILS AMERLOCK 2 EPOXY INTERIOR 316SS HARDWARE LEAK TEST SECOND SIDE		EA	
1	1	SP-HP085FF1634BFV	8" FLG 250B BFV 125# Wafer Style Industrial Vlv EPDM Seat, DI Body, DI DISC 17-4SS SHAFT FLUOMETAL BEARING MDT2S HW/ W/ INDICATOR OPEN LEFT 8 MILS AMERLOCK 2 EPOX INTERIOR 8 MILS AMERLOCK 2 EPOX EXTERIOR 316 SS HARDWARE LEAK TEST		EA	
1					EA	
			INVOICE SUB-TOTAL			
			TAX	Palm Beach		

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.
Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

INVOICE

WHITE CAP

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

BRANCH ADDRESS
251 - MIAMI (6420)
(305) 885-8699
10800 NW 92ND TERR #103
MEDLEY FL 33178-2514
MIAMI-DADE

INVOICE NUMBER
50022097886
INVOICE DATE
05/12/2023
CUSTOMER PO NUMBER
REBAR

ENROLLMENT TOKEN:	BWP FMH WHH

SOLD TO: 10000079472

TERRITORY:
SHIP TO: 10003316235

PLEASE REMIT PAYMENT TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

NOTE:
MATERIALS HIGHLIGHTED IN YELLOW ARE OWNER FURNISHED AND SHALL BE PROVIDED TO CONTRACTOR FOR CONTRACTOR USE. MATERIALS NOT HIGHLIGHTED SHALL BE CONTRACTOR FURNISHED/INSTALLED AS NECESSARY

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
05/10/2023	52643220		FENIX, BROOKE	SHUCH, CAROLINA
BRANCH	**ACCT JOB NO.**	**TERMS**	**SHIP VIA / ROUTING**	**CUSTOMER JOB NO.**
251	10003316235	NET 30 DAYS	2. OUR TRUCK	SHOP

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	**********	1	0	0	1	0.00	
		DELIVERY TAG#: 24507201						
		SHIPPING NOTES: MIZR=LL29-06 1398LBS						
		**********						
1	4345FAB	#5 FAB REBAR SOLD/LB	1280	0.70 LBS	0	1280		
2	4346FAB	#6 FAB REBAR SOLD/LB	118	0.70 LBS	0	118		

Line item 19

NOTE:
REBAR MAY REQUIRE ADD. CUTTING/BENDS AND/OR ADDITIONAL REBAR MAY BE REQUIRED FOR PROPOSED WELL 9 SLAB DESIGN/DIMENSIONS

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions.

RECEIVED BY: TIM BARTOU SIGNATURE COPY ON FILE

TOTAL GROSS	
TOTAL TAX	
TOTAL SHIPPING AND HANDLING	
TOTAL INVOICE	

C.C. Control Corp.
5760 Corporate Way
West Palm Beach, FL. 33407

Phone #	Fax #
561-293-3975	561-293-3976

Web Site
www.cccontrolcorp.com

Invoice

Date	Invoice #

Bill To:

NOTE:
MATERIALS HIGHLIGHTED IN YELLOW ARE OWNER FURNISHED AND SHALL BE PROVIDED TO CONTRACTOR FOR INSTALLATION AS PROPOSED ON CONTRACT PLANS AND SPECIFICATIONS. MATERIALS NOT HIGHLIGHTED SHALL BE CONTRACTOR FURNISHED/INSTALLED AS NECESSARY

Due Date	P.O. No.	Terms	Project
8/14/2022	21173-001	NET 30	

Quantity	Description	Amount
	REQUISITION NO.2	
1 ✓	ROSEMOUNT 8750WDMW1A1FTSB080CA1M4G1R05Q4DA1DA2 ROSEMOUNT 8750 MAGNETIC FLOW METER	
✓	ROSEMOUNT 8750 TRANSMITTER ASSEMBLED WITH SUNSHIELD WITH RUBBER FLAP, SLAC BOX AND STANCHION	
	TAG: FE/FIT-T-1	
1 ✓	ROSEMOUNT 2051TG2A2B21AS5B4M5D4 ROSEMOUNT IN-LINE PRESSURE TRANSMITTER, MANIFOLD, SUNSHIELD, RUBBER FLAP AND STANCHION	
	TAG: PIT-10A	
1 ✓	ROHN 45AG2 (TESSCO: 14726) GUYED TOWER, TOP SECTION	
	ROHN 45G2 GUYED TOWER, MID SECTION	
	ROHN SB45G (TESSCO: 12952) GUYED TOWER, 5' SHORT BASE SECTION	
✓	KATHREIN-SCALA TY-900 (TESSCO: 15124) 6 ELEMENT YAGI ANTENNA	
✓	TIMES MICROWAVE GK-S400TT (TESSCO: 310778) STANDARD GROUND KIT	
✓	50FT. TIMES MICROWAVE LMR-400-DB (TESSCO:44370) COAXIAL CABLE, LMR-400 ASSEMBLED WITH TIMES MICROWAVE TC-400-NM (TESSCO: 61692) COAXIAL CABLE CONNECTOR, TYPE N-MALE, STRAIGHT PLUG	
	TIMES MICROWAVE TC-400-NM (TESSCO: 61692) COAXIAL CABLE CONNECTOR, TYPE N-MALE, STRAIGHT PLUG	
1	6% SALES TAX	

Remit Payment To:	Total USD
CC Control Corp 5760 Corporate Way West Palm Beach, FL. 33407	

C.C. Control Corp.
5760 Corporate Way
West Palm Beach, FL. 33407

Date
1/16/2023

Shipping Ticket

Bill To Name / Address	Ship To

P.O. No.	Ship Date	Ship Via	Project
21173-001	1/16/2023	OUR TRUCK	

Line Item	Quantity Shipped	Item/Description
1.	1	WELL NO 10A CONTROL PANEL 480V 40 H.P. 3 PH.
2.	1	CROUSE HINDS AR2041S22 RECEPTACLE;GENERATOR RECEPTACLE 200 AMP GENERATOR RECPT. 4 POLE, 4 WIRE ASSEMBLED WITH CROUSE HINDS AJ68 RECEPTACLE BACK BOX
3.	1	TACO INC. IFSWSSR-1 VANE OPERATED FLOW SWITCH ASSEMBLED WITH McMASTER-CARR 4452K188 HEX REDUCING BUSHING (FS-10A)
4.	1	ENDRESS & HAUSER WATERPILOT FMX21-CD-2-1-1M-G-E-25-H-LR-PR-PS SUBMERSIBLE LEVEL TRANSDUCER (LT-10A)
5.	1	WETWELL LEVEL TRANSMITTER JUNCTION BOX ASSEMBLED TO STANCHION
		(SPARE PARTS LISTED BELOW)
6.	1	YASKAWA CIMR-PW4A0072_AA iQ1000 VARIABLE FREQUENCY DRIVE WITH KDRF3L DRIVE REACTOR AND V1K10A00 OUTPUT FILTER
7.	1	POWER SONICS PS-1270F2 BATTERY, 12VDC, 7AH
8.	1	GENERAL ELECTRIC MDSEL805MD9X1AFCS0WN MDS TRANSNET EL805 ETHERNET/SERIAL RADIO
9.	1	ALLEN BRADLEY 1766-L32BXBA MICROLOGIX 1400 PLC CONTROLLER
10.	1	ALLEN BRADLEY 1766-MM1 MEMORY EXPANSION MODULE
11.	1	ALLEN BRADLEY 1762-IF4 4 CHANNEL ANALOG INPUT EXPANSION MODULE
12.	1	ALLEN BRADLEY 1762-OF4 4 CHANNEL ANALOG OUTPUT EXPANSION MODULE

NOTE:
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Sign _____ Print Name _____ Date _____

FERGUSON®
WATERWORKS
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

Please contact with Questions: 954-973-8100

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-POMPANO BEACH, FL WW #125
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

NOTE:
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SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1208	1208	FL2PAB	21173-004	106		06/29/22	IO 120685

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
6	6	SSLDE8AP	8 DI WDG REST *ONELOK W/A			
1	1	V202C2	2 COMB AIR & VAC CI VLV W/ NPT THRD			
1	1	R202N090572	8X2 IP DBL SS STRP NYL SDL			
1	1	RDJ40008135010D	8 DISMANTLING JT			
8	8	AAFGRGSKTX	8 SBR AMARILLO FAST GRIP GSKT			
1	1	V15A3	1 AIR RELEASE VLV			
1	1	IBRLFBKG	LF 2X1 BRS BUSH			
1	1	IBRLFBKJ	LF 2X1-1/2 BRS BUSH			
1	1	IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND			
3	3	SSFAPU	6 SS FLG ACC PKG 316SS W/EPDM GSKT			
12	12	SSFAPX	8 SS FLG ACC PKG 316SS W/EPDM GSKT			
1	1	SP-FFPPCXG4	8X1'4 FLGXFLG PC DI SPL 2" T/O 8" FROM FACE OF FLG ON TOP 1/2 TAP 5-1/2" FROM FLG ON SPRGLINE 1/2 TAP 5-1/2" FROM OTHER FLG ON SPRINGLINE			
1	1	SP-FFPPCXG8	8X1'8 FLGXFLG PC DI SPL			
1	1	FFPPCXM6	8X3'6 FLGXFLG PC DI SPL 1.5" TOL F/FLOW SWITCH			
1	1	FPPPCXX	8X8'0 FLGXPE PC DI SPL			
1	1	AFC2508FFOL	8 DI FLG RW OL GATE VLV			
1	1	MJSPX	8 MJ C153 SLD PLUG			
1	1	F9U	6 DI 125# C110 FLG 90 BEND			
1	1	FTX	8 DI 125# C110 FLG TEE			
1	1	FTXU	8X6 DI 125# C110 FLG TEE			
1	1	TAPBFXK	8X2 DI C110 125# TAP BLND FLG			
1	1	MJ9LAX	8 MJ C153 90 BEND L/A			
1	1	MJLSLAX	8X12 MJ C153 LONG SLV L/A			
180	180	AFT51PX	8 CL51 CL DI FASTITE PIPE			
1	1	C6SSBS	6 SS BUG SCRN 20 MESH			
1	1	BSSHB5205	LF 1/2 SS 1/4 TURN HOSE BIBB			
1	1	MJTLAX	8 MJ C153 TEE L/A			
			INVOICE SUB-TOTAL			
			TAX	Palm Beach		

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TERMS: **NET 10TH PROX** **ORIGINAL INVOICE** **TOTAL DUE**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.
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Invoice

PENINSULAR ELECTRIC DIST, INC
PO BOX 2887
West Palm Beach FL 33402-2887
561-832-1626 Fax 561-832-2108

ORDER DATE	ORDER NUMBER
03/06/23	S2660034.007

REMIT TO:
PENINSULAR ELECTRIC DIST, INC
PO BOX 2887
West Palm Beach FL 33402-2887
561-832-1626 Fax 561-832-2108

PAGE NO.
1 of 1

BILL TO:

SHIP TO:

NOTE:
MATERIALS HIGHLIGHTED IN YELLOW ARE OWNER FURNISHED AND SHALL BE PROVIDED TO CONTRACTOR. MATERIALS NOT HIGHLIGHTED SHALL BE CONTRACTOR FURNISHED/INSTALLED AS NECESSARY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
26821	WELL METER CAN		RAUL RIVERA

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
ALEJANDRO ELIAS	DIRECT	EOM	10/17/23	03/06/23

DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc
^LOT SQD	1	1		
This Lot Shipment Consists of:				
Ord Qty Shp Qty Description				
1 1 HGL36125				
1 1 PKOGTH150-J250				

Invoice is due by 11/30/23.

All claims for shortage or errors must be made at once. Special orders are non-returnable.
Returns require written authorization and are subject to handling charges.
Past due invoices may be subject to 1.50% late charge.

Subtotal	
S&H CHGS	
Sales Tax	
Amount Due	

RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

PREPARED FOR
VILLAGE OF PALM SPRINGS

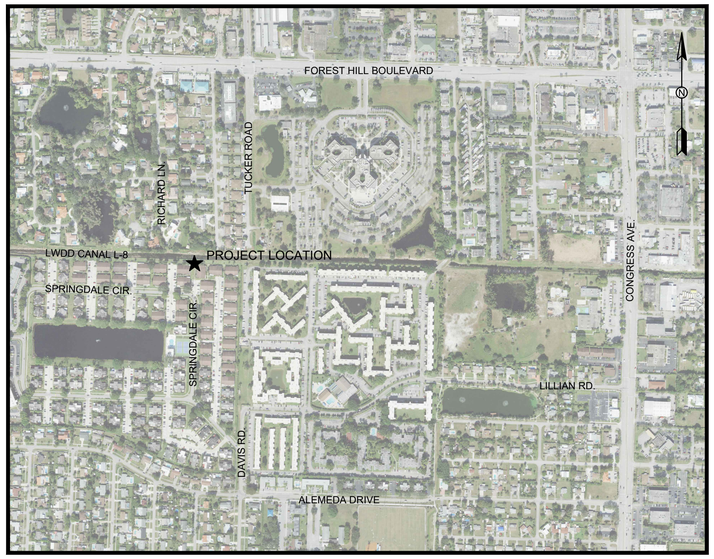
PALM BEACH COUNTY, FLORIDA

SECTION 18, TOWNSHIP 44S, RANGE 43E

VILLAGE OF PALM SPRINGS FLORIDA

COUNCIL

BEV SMITH	MAYOR
JONI BRINKMAN	VICE MAYOR
PATTI WALLER	MAYOR PRO TEM
DOUG GUNTHER	COUNCIL MEMBER
GARY READY	COUNCIL MEMBER



VICINITY MAP

NTS

SHEET INDEX

SHEET No.	SHEET TITLE
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G-2	LEGEND AND NOTES
C-1	WELL No. 9 SITE PLAN
C-2	PROPOSED WELL No. 9 SETBACKS
M-1	WELL No. 9 CONSTRUCTION DETAILS
S-1	WELL No.9 STRUCTURAL PLAN
CD-1	DETAILS
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E-1	ELECTRICAL NOTES & LEGEND
E-2	ELECTRICAL SITE PLAN
E-3	GROUNDING SITE PLAN
E-4	ELECTRICAL ONELINE DIAGRAM
E-5	CONTROL SCHEMATICS
E-6	CONTROL PANEL DETAILS
E-7	ELECTRICAL DETAILS SHEET 1
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MAY 2023

HOLTZ CONSULTING ENGINEERS, INC.
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Cert. No. 26960

STEPHEN R. FOWLER, P.E.
License No: 69039

G-1

RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

GENERAL ABBREVIATIONS

ABND	Abandon or Abandoned
ACP	Asbestos Cement Pipe
ADD'L	Additional
AL, Alum	Aluminum
APPROX	Approximate
ARV	Air Release Valve
ASP, Asph	Asphalt
BFP	Backflow Preventer
BFV	Butterfly Valve
B/L	Base Line
BLDG	Building
BM	Benchmark
BO	Blowoff
BOP	Bottom of Pipe
CATV	Cable Television
CB	Catch Basin
CO	Cleanout
CL	Center Line
CLF	Chain Link Fence
CIP	Cast Iron Pipe / Cast in Place
CMP	Corrugated Metal Pipe
CONC	Concrete
CONST	Construct/Construction
DE	Drainage Easement
DI	Ductile Iron
DIP	Ductile Iron Pipe
DIA	Diameter
DR	Dimensional Ratio/Drainage
DWY	Driveway
EL	Elevation
EP	Edge of Pavement
ESMT	Easement
EOW	Edge of Water
EX, EXIST	Existing
FDOT	Florida Department of Transportation
FH	Fire Hydrant
FL	Flanged
FM	Force Main
FND	Found
FNPT	Female Nominal Pipe Thread
FPL	Florida Power and Light
FW	Finished Water
GPS	Global Positioning System
GV	Gate Valve
HB	Hose Bibb
HDD	Horizontal Directional Drill
HDPE	High Density Polyethylene
HYD	Hydrant
ID	Identification/Inside Diameter
INV	Invert/Invert Elevation
IRC	Iron Rod & Cap
IRR	Irrigation
LAE	Limited Access Easement
LF	Linear Feet
LP	Light Pole
LS	Lift Station
LSA	Landscape Area
MAX	Maximum
MB	Mailbox
MECH	Mechanical
MH	Manhole
MIN	Minimum
MISC	Miscellaneous
MJ	Mechanical Joint
N/D	Nail and Disk
No	Number
NTS	Not to Scale
OC,O/C	On Center
OD	Outside Diameter
OHW	Overhead Wire
ORB	Official Records Book
PB	Plat Book
PE	Polyethylene Piping
PGL	Profile Grade Line
PVC	Polyvinyl Chloride/Polyvinyl Chloride Pipe
RC	Reinforced Concrete
RCP	Reinforced Concrete Pipe
RCW	Reclaimed Water
RED	Reducer
REINF	Reinforce/Reinforced
RJ	Restrained Joint
RWM	Raw Water Main
R/W,ROW	Right of Way
S=	Slope (FT/FT)/(Rise/Run)
SAN	Sanitary
SCH/SCHED	Schedule
SEC	Section
SF	Silt Fence
SP	Sample Point
SS	Sanitary Sewer
STA	Station
TBM	Temporary Benchmark
TEMP	Temporary
TOB	Top of Bank
TON	Top of Nut
TOP	Top of Pipe
TOS	Toe of Slope
TYP	Typical
UE	Utility Easement
UEC	Underground Electric Conduit
UGE	Underground Electric
UGT	Underground Telephone
UNK	Unknown
W/	With (Combined Form)
WF	Wood Fence
WM	Water Main or Water Meter
WPB	Wire Pullbox
WTP	Water Treatment Plant
WV	Water Valve
WWTP	Waste Water Treatment Plant

PIPING SYMBOLOGY

- CONCENTRIC REDUCER
- ECCENTRIC REDUCER
- UNION
- BALL VALVE (BV)
- GATE VALVE (GV)
- BUTTERFLY VALVE (BFV)/ ODOR CONTROL DAMPENER
- PLUG VALVE (PV)
- CHECK VALVE (CV)
- PLUG/CAP
- CLEAN OUT (CO)
- TAPPING VALVE
- LINE STOP
- HOSE BIBB
- EXISTING PIPE
- EXISTING BURIED PIPE
- PROPOSED PIPE
- PROPOSED BURIED PIPE
- MECHANICAL JOINT
- FLANGE JOINT
- FLEXIBLE COUPLING
- FLEXIBLE COUPLING WITH THRUST TIES
- ELBOW UP
- ELBOW DOWN
- 90° ELBOW
- TEE UP
- TEE DOWN
- TEE
- CROSS

LINETYPES

	EXISTING*	PROPOSED*
CABLE TV	CATV	
CENTER LINE		
DRAIN	DR	DR
EASEMENT		
ELECTRIC	E	
FENCE (BARB/FIELD)	X	X
FENCE (CHAINLINK)	O	O
FENCE (WOOD)	WF	WF
FIBER OPTIC	FOC	FOC
FIRE MAIN	FIRE	FIRE
FORCE MAIN	FM	FM
FORCE MAIN (LOW PRESSURE)	LPF	LPF
GAS	GAS	
GUARDRAIL		
IRRIGATION	IRR	
OVERHEAD UTILITIES	OHU	
RAILROAD TRACK		
RAW WATER MAIN	RWM	RWM
RECLAIMED WATER MAIN	RCW	RCW
RIGHT-OF-WAY		
SANITARY SEWER	S	S
SANITARY SEWER SERVICE	SS	SS
SILT FENCE		SF
STORM DRAINAGE	ST	ST
TELEPHONE	T	
TOP OF BANK		
TOE OF SLOPE		
TRAFFIC SIGNAL	TS	TS
TURBIDITY BARRIER		TB
UNKNOWN	UNK	
VACUUM SEWER	VS	VS
WATER MAIN	WM	WM
WATER SERVICE	WS	WS

* DEPICTS ABOVE GRADE — TEXT — TEXT — TEXT —

* DEPICTS BELOW GRADE - - - TEXT - - - TEXT - - - TEXT - - - TEXT -

CIVIL SYMBOLOGY

- CONSTRUCTION BASE LINE — 0+00
- DIRECTION OF FLOW
- EXIST. SPOT ELEVATION — x 79.5
- REFERENCE ELEVATION — REF. EL. 20.90
- NEW CONTOUR ELEV. — 79.5
- EXIST. UTILITY POLES — UTILITY, POWER, TELEPHONE, LIGHT
- NEW UTILITY POLES — UTILITY, POWER, TELEPHONE, LIGHT
- PIPING CONFLICT LOCATION — C-1
- SAMPLE POINT — SP1
- WATER SURFACE — PLAN; SECTION — EL 48.00
- FIRE HYDRANT — NEW, EXIST.
- EXIST. MANHOLE, DRAINAGE STRUCTURE
- NEW MANHOLE, DRAINAGE STRUCTURE
- TO BE REMOVED/DEMOLISHED

SECTION/DETAIL SYMBOL

SECTION — 5 / 15 — SECTION LETTER/DETAIL NUMBER; SHEET/DRAWING NO. ON WHICH SECTION/DETAIL IS SHOWN

SCALE:

1 / 101 — SECTION LETTER/DETAIL NUMBER; SHEET/DRAWING NO. ON WHICH SECTION/DETAIL IS SHOWN

SECTION CUT

A — A

SECTION CUT ON DETAILS

PIPE DESIGNATION — 8" DIP FORCE MAIN

- NOMINAL PIPE DIA.(IN.)
- PIPE MATERIAL (IF SHOWN)
- FLOW STREAM IDENTIFICATION (IF SHOWN)

Symbols:

#	Pounds/Number
∢	Angle
Ø	Round/Diameter

SURVEY LEGEND

- BENCH MARK
- CLEAN OUT W/ DIAMETER
- X" MP — METAL POST W/ DIAMETER
- PALM W/ TRUNK DIAMETER
- SPIGOT
- SPRINKLER HEAD
- WV — WATER VALVE
- WOOD POWER POLE

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING, TEST PITS, ETC. IN THE VICINITY OF THE PROJECT WORK AREA TO LOCATE AND VERIFY THE EXISTING UTILITY LOCATIONS/MATERIALS/SIZES PRIOR TO INITIATING WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE EXISTING UTILITIES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
2. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND ARE BASED UPON LIMITED RECORD DRAWING INFORMATION AND SURFACE SURVEY. CONTRACTOR SHALL VERIFY EXISTING HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY CROSSINGS AND FOR UTILITIES IN CLOSE PROXIMITY OF PROPOSED WORK.
3. CONTRACTOR SHALL MAINTAIN ACCESS FOR OPERATIONAL PERSONNEL, CONSTRUCTION WORKERS, HOA EMPLOYEES AND/OR OTHER AGENCY STAFF HAVING JURISDICTION IN/SURROUNDING PROJECT AREA (LWDD, FPL, SFWMD, ETC.) AT ALL TIMES.
4. EXTREME CARE SHALL BE TAKEN TO PROTECT EXISTING LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER SURFACE FEATURES. ALL DAMAGED LANDSCAPING, IRRIGATION, LIGHTING, AND SURFACE FEATURES DAMAGED DURING CONSTRUCTION OR REQUIRED TO BE REMOVED/RELOCATED TO FACILITATE CONSTRUCTION SHALL BE REPAIRED/REPLACED SHALL BE REPAIRED TO EXISTING CONDITIONS OR BETTER AT NO ADDITIONAL COST TO THE OWNER. ALL DAMAGED IRRIGATION LINES AND SPRINKLER HEADS SHALL BE REPAIRED THE SAME DAY THEY ARE DAMAGED.
5. A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE OWNER, ENGINEER, AND CONTRACTOR TO DISCUSS SITE ACCESS, SAFETY, SECURITY, AND RESTORATION.
6. CONTRACTOR IS RESPONSIBLE FOR ALL RESTORATION COSTS RESULTING FROM CONSTRUCTION ACTIVITIES.
7. ALL ELEVATIONS GIVEN IN NAVD 1988. TO CONVERT FROM NAVD TO NGVD 1929, ADD 1.503 FEET.

811 Know what's **below.** **Call** before you dig.

REV	DATE	REVISIONS	BY
##			
##			
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VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 ——— 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 6/1/22
Scale: AS NOTED
Design By: HB
Drawn By: RR
Check By: SF

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

LEGEND AND NOTES

HOLTZ CONSULTING ENGINEERS, INC.
HCE
270 SOUTH CENTRAL BLVD., SUITE 207
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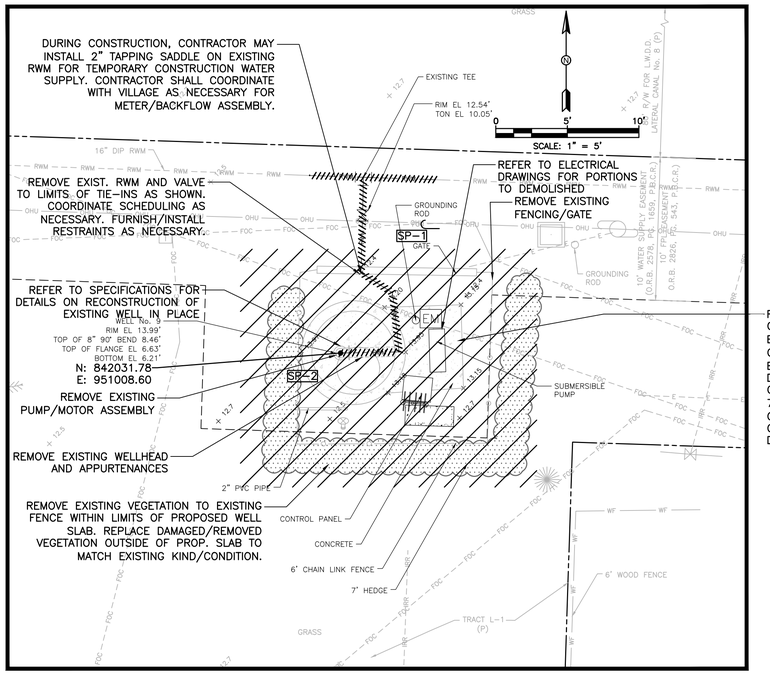
PH. (561) 575-2005
Cert. No. 26960

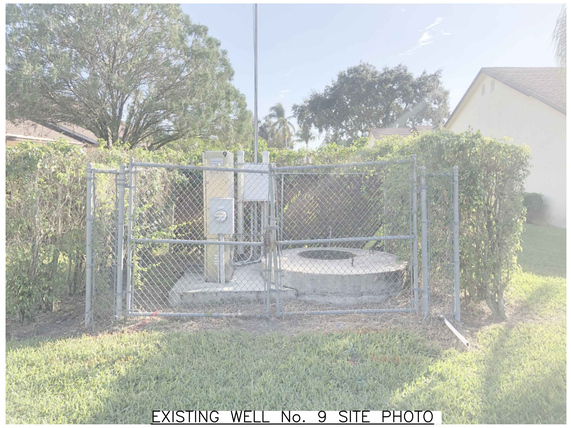
STEPHEN R. FOWLER, P.E.
License No: 69039

G-2

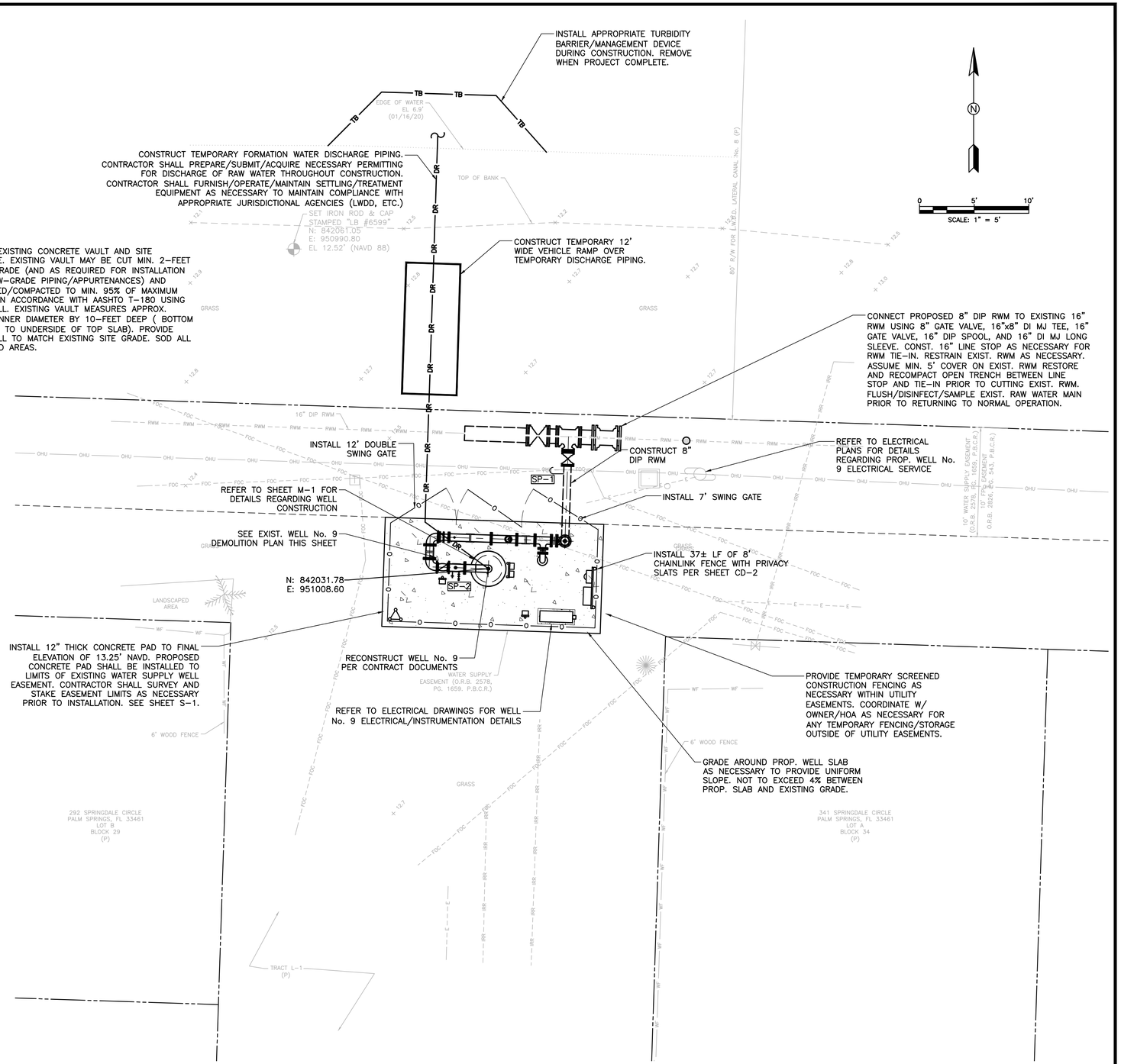
Drawing Name: F:\PROJECTS\Palm Springs\WA _5 - Well No. 9 Replacement Project\2 - Design\Drawings\LEGEND_NOTES.dwg Layout Name: General Legend - Plotted by: Felix Granados - Date: 3/30/2023 - 8:56 AM - Holtz Consulting Engineers



EXISTING WELL No. 9 DEMOLITION PLAN



EXISTING WELL No. 9 SITE PHOTO



NOTES:

1. CONTRACTOR SHALL RE-SOD ALL DISTURBED AREAS AND SHALL RESTORE PROJECT SITE, LAYDOWN/STORAGE AREAS, AND ACCESS ROAD TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
2. CONTRACTOR SHALL COORDINATE ALL SHUT DOWNS AND TIE-INS TO VILLAGE OF PALM SPRINGS (VPS) FACILITIES A MINIMUM OF 48 HOURS IN ADVANCE (EXCLUDING WEEKENDS OR VPS HOLIDAYS).
3. REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF PANELS, DISCONNECTS, INSTRUMENTATION, CONDUIT AND WIRING.
4. THE WELL, WELL HEAD, AND BELOW-GRADE PIPING SHALL BE DISINFECTED IN ACCORDANCE WITH SECTION 04200.
5. WELL No. 9 IS LOCATED IN ZONE X ACCORDING TO THE FEMA FIRM COMMUNITY PANEL 12099C0588F. THEREFORE, THE AREA IS ABOVE THE 100-YEAR FLOOD PLAIN.
6. CONTRACTOR MAY USE AREA ADJACENT TO WELL No. 11 FOR LAY-DOWN, STORAGE AND STAGING. SITE WILL REQUIRE TEMPORARY SECURITY FENCING TO SECURE ALL LAYDOWN EQUIPMENT. COORDINATE WITH VPS STAFF.
7. DEVELOPMENT WATER SHALL BE DISCHARGED USING TEMPORARY DISCHARGE PIPING AS SHOWN. TURBIDITY BARRIERS SHALL BE USED. SEE SECTION 05000 FOR ADDITIONAL REQUIREMENTS.
8. CONTRACTOR SHALL COMPLY WITH THE WELLHEAD PROTECTION ORDINANCES. FUEL, CHEMICALS, AND OTHER HAZARDOUS MATERIALS SHALL BE PROPERLY CONTAINED. INFORM VPS IMMEDIATELY OF ANY SPILLS. SPILLS ARE TO BE CLEANED AT CONTRACTOR'S EXPENSE.
9. RESTORE AREA AFFECTED BY CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
10. CONTRACTOR SHALL CONTACT VPS FOR OPERATION OF ALL VALVES.
11. ALL VALVES AND FITTINGS SHALL INCLUDE 316SS INTERIOR/EXTERIOR HARDWARE.
12. CONTRACTOR SHALL MAINTAIN LWDD STAFF ACCESS THROUGH LWDD ROW THROUGHOUT CONSTRUCTION

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 6/1/22
Scale: AS NOTED
Design By: HB
Drawn By: RR
Check By: SF

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

WELL NO. 9 SITE PLAN

HOLTZ CONSULTING ENGINEERS, INC.
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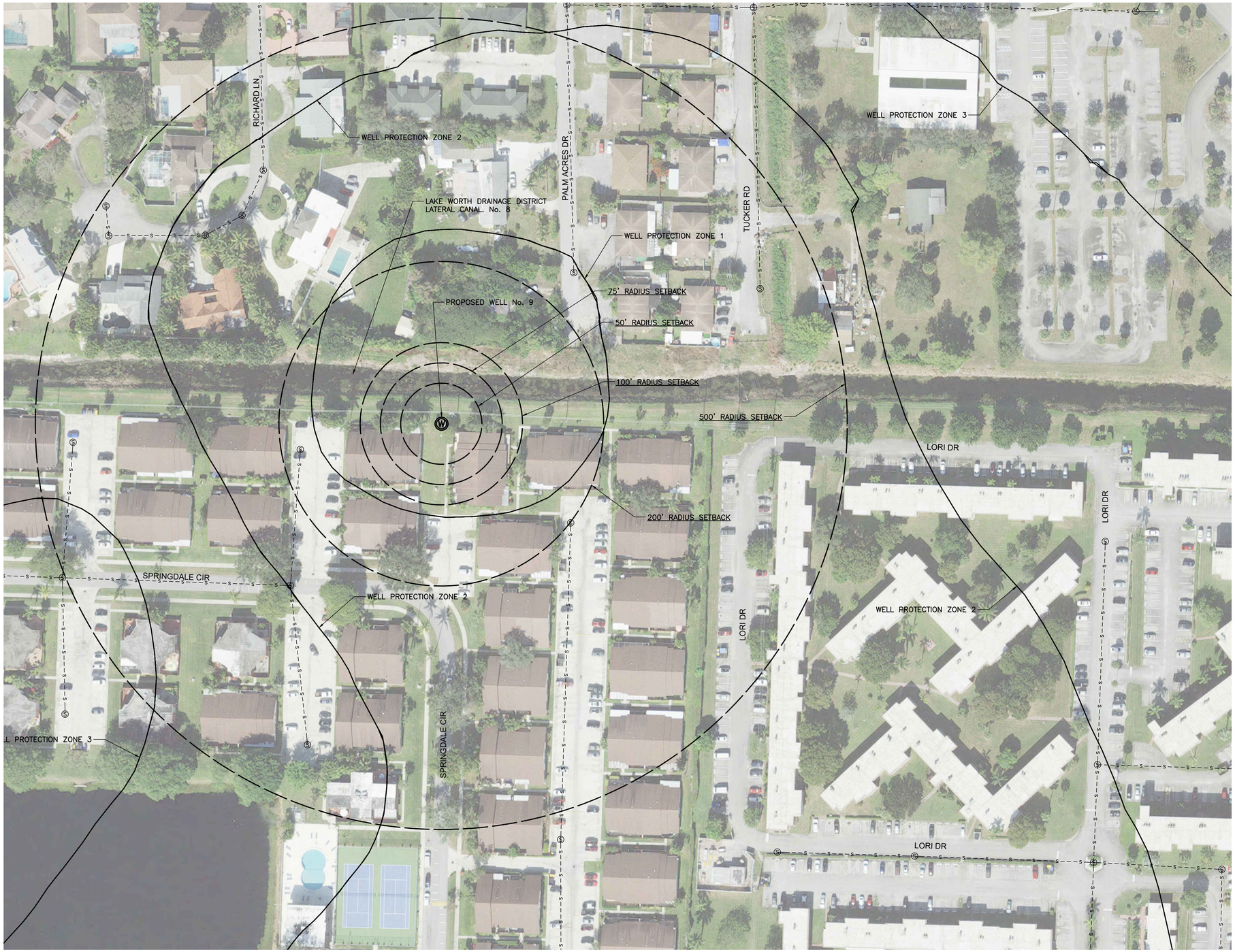
Cert. No. 26960

STEPHEN R. FOWLER, P.E.
License No: 69039

C-1

Drawing Name: F:\PROJECTS\Palm Springs\WA _5 - Well No. 9 Replacement Project\2 - Design\Drawings\SITE_PLAN.dwg Layout Name: C-1 - Plotted by: Felix Granados - Date: 6/16/2023 - 11:58 AM - Holtz Consulting Engineers



NOTES:

1. WELL No. 9 SHALL BE PROTECTED BY THE PALM BEACH COUNTY WELLFIELD PROTECTION ORDINANCE WHICH RESTRICTS ACTIVITY WITHIN THE WELLFIELD ZONES.
2. ALL NEW OR REPLACEMENT SANITARY SEWER MAINS INSTALLED WITHIN PBC WELLFIELD PROTECTION ZONES 1 AND 2 SHALL BE CONSTRUCTED AND INSTALLED PER ARTICLE 14 OF THE PALM BEACH COUNTY UNIFIED LAND DEVELOPMENT CODE (ULDC), LATEST EDITION.
3. BOTH THE VILLAGE OF PALM SPRINGS MAIN WATER TREATMENT PLANT (SERVED BY WELL No. 9) AND THE PRATT WATER TREATMENT PLANT HAVE ADOPTED, WITH FLORIDA DEPARTMENT OF HEALTH APPROVAL, 4-LOG DISINFECTION IN THE CLEARWELL USING FREE CHLORINATION AS OF JUNE 2015. HISTORICAL WATER QUALITY REPORTS FROM 2015 THROUGH 2022 HAVE BEEN PROVIDED TO THE FLORIDA DEPARTMENT OF HEALTH PALM BEACH COUNTY BRANCH WHICH SHOW RAW WATER QUALITY ABSENT OF TOTAL COLIFORM BACTERIA, FOR EXISTING WELL No. 9.

F.A.C. 62-532 WATER WELL SETBACK REQUIREMENTS

SETBACK	DESCRIPTION	WELL No. 9
500-FT	ON-SITE SLOW RATE AND RAPID RATE LAND APPLICATION FLOW SYSTEMS, DOMESTIC WASTEWATER RESIDUALS LAND APPLICATION, PHOSPHOGYPSUM STACK SYSTEMS, AND SOLID WASTE DISPOSAL FACILITIES.	MEETS REQ
200-FT	ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS, YARD TRASH DISPOSAL, STORAGE, OR PROCESSING	MEETS REQ
100-FT	TRANSMISSION FACILITIES CONVEYING RECLAIMED WATER TO RESTRICTED PUBLIC ACCESS SLOW RATE LAND APPLICATION SYSTEMS, RAPID RATE LAND APPLICATION SYSTEM OR OVERLAND FLOW SYSTEMS, ABOVEGROUND OR UNDERGROUND STORAGE TANKS, ONSITE SEWAGE TREATMENT OR SOLID WASTE TANKS, SANITARY HAZARD AS DEFINED IN CHAPTER 62-550, F.A.C., FOR DRINKING WATER SUPPLY WELLS SERVING PUBLIC WATER SYSTEMS	MEETS REQ
75-FT	PUBLIC ACCESS, RESIDENTIAL IRRIGATION, OR EDIBLE CROP SLOW-RATE LAND APPLICATION SYSTEMS, TRANSMISSION FACILITIES CONVEYING RECLAIMED WATER TO PUBLIC ACCESS, RESIDENTIAL IRRIGATION, OR EDIBLE CROP SLOW-RATE LAND APPLICATION SYSTEMS	MEETS REQ
50-FT	SANITARY HAZARD AS DEFINED IN CHAPTER 62-550, F.A.C., FOR DRINKING WATER SUPPLY WELLS SERVING PUBLIC WATER SYSTEM	SEE NOTE 3

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 6/1/22
Scale: AS NOTED
Design By: HB
Drawn By: RR
Check By: SF

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

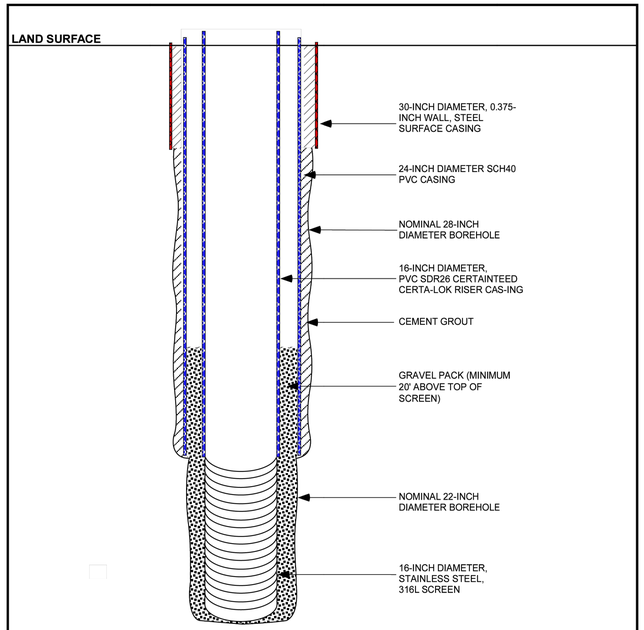
PROPOSED WELL NO. 9 SETBACKS

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
Cert. No. 26960

Stephen Fowler
License No: 69039

C-2

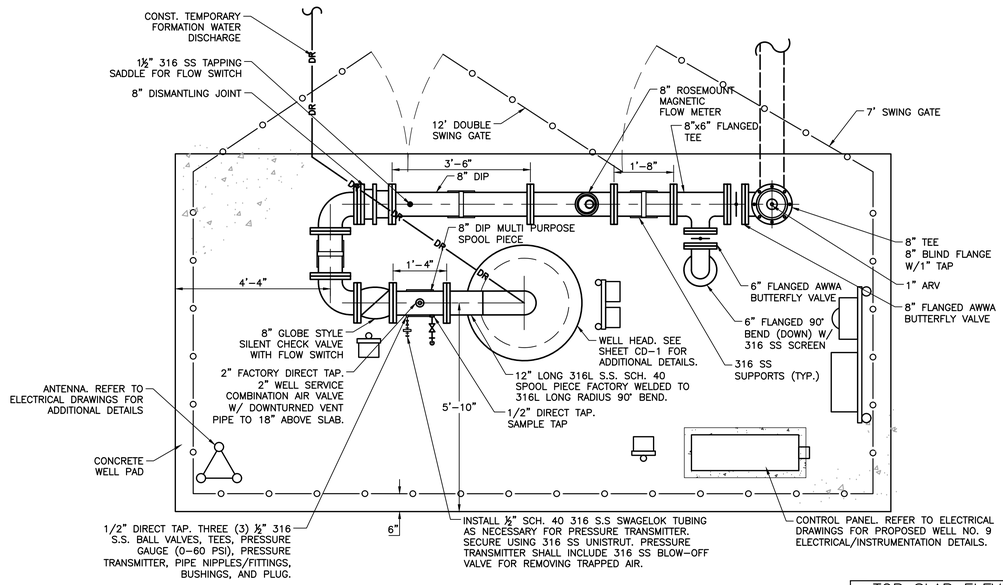
Drawing Name: F:\PROJECTS\Palm Springs\WA _5 - Well No. 9 Replacement Project\2 - Design\Drawings\Exhibit\SETBACKS.dwg Layout Name: C-2 - Plotted by: Felix Granados - Date: 1/26/2023 - 2:21 PM - Holtz Consulting Engineers



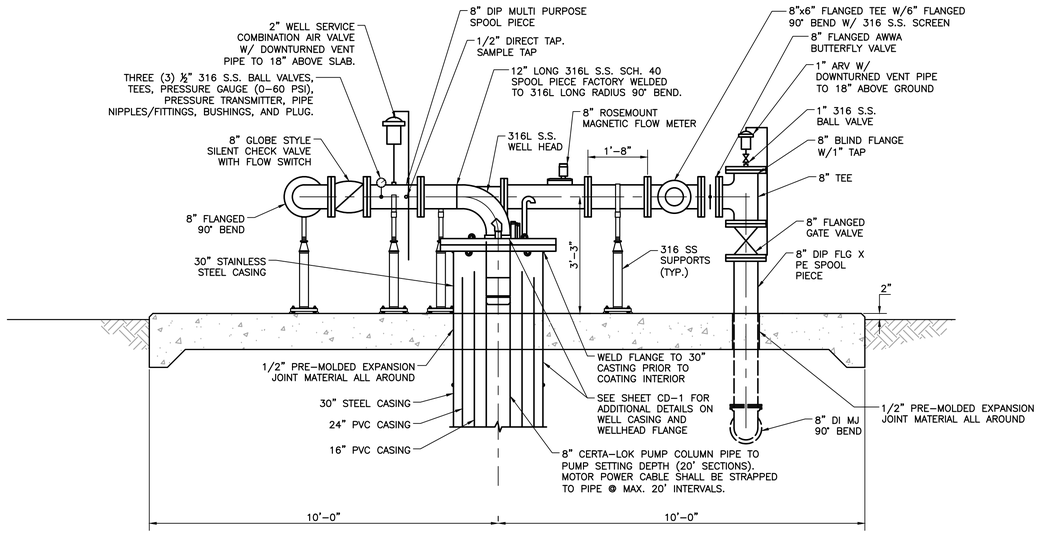
LEGEND: CEMENT GROUT | STEEL WELL CASING | WELL SCREEN | GRAVEL PACK | PVC WELL CASING

PROJECT SITE: VILLAGE OF PALM SPRINGS	JLA Geosciences, Inc.
DATE: 10/4/22	DRAWN BY: RKS
FIGURE TITLE: TYPICAL WELL CONSTRUCTION DETAIL	PROJECT NO: 20-009
	FIGURE NO: 1

NOTES:
1. SCREEN INSTALLATION, SCREEN SLOT SIZE, AND GRAVEL PACK TO BE CONFIRMED FOLLOWING COMPLETION OF SOIL BORING AND SIEVE ANALYSES. COLUMN PIPE LENGTH TO BE DETERMINED FOLLOWING COMPLETION OF WELL DRILLING. CONTRACTOR SHALL ASSUME 90 LINEAR FEET OF COLUMN PIPE TO BE INSTALLED.



TOP SLAB ELEVATION	
WELL NAME	TOP SLAB ELEVATION
WELL No. 9	13.25 FEET



NOTES:
1. ALL SMALL DIAMETER PIPING AND FITTINGS (¼" TO 2") TO BE SCH. 40 316 S.S.
2. ALL 316 S.S. BALL VALVES ¼" TO 2" SHALL BE APOLLO 96-100 SERIES
3. ALL VALVES AND FITTINGS SHALL INCLUDE 316 STAINLESS STEEL HARDWARE AND INTERNAL HARDWARE

WELL HEAD SECTION

SCALE: 1/2" = 1'-0"

REV	DATE	REVISIONS	BY
##			
##			
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##			

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 6/1/22
Scale: AS NOTED
Design By: HB
Drawn By: RR
Check By: SF

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

WELL NO. 9 CONSTRUCTION DETAILS

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
Cert. No. 26960

STEPHEN R. FOWLER, P.E.
License No: 69039

M-1

Drawing Name: F:\PROJECTS\Palm Springs\WA _5 - Well No. 9 Replacement Project\2 - Design\Drawings\MECH-PLAN.dwg Layout Name: M-1 - Plotted by: Felix Granados - Date: 3/30/2023 - 8:56 AM - Holtz Consulting Engineers

GENERAL NOTES

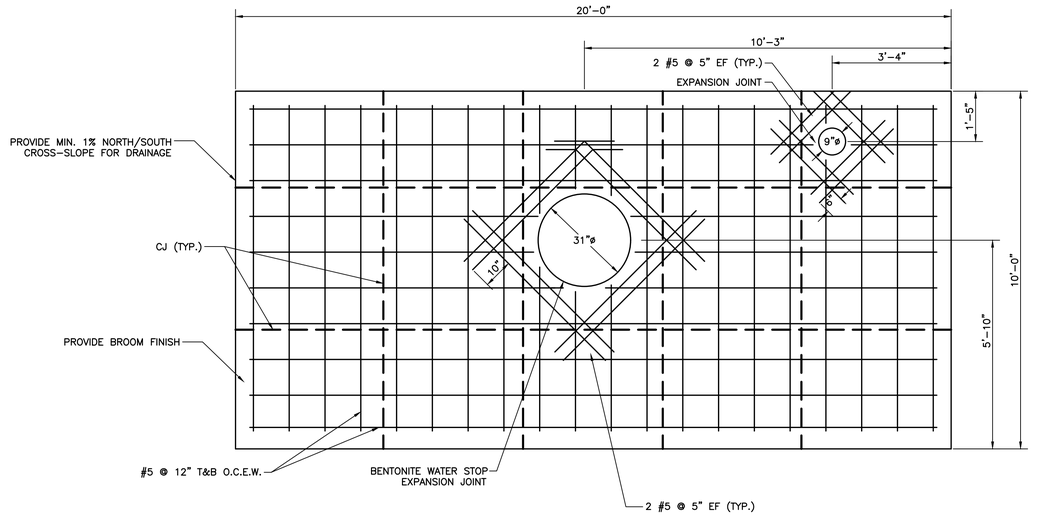
1. ALL MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE 2020 FLORIDA BUILDING CODE IS THE MOST RECENT EDITION, THE ACI AND AISC SPECIFICATIONS AND RECOMMENDED PRACTICE.
2. ALL WORK SHALL MEET THE STANDARDS OF THE OWNER (VILLAGE OF PALM SPRINGS)
3. NO DIMENSIONS SHALL BE SCALED FROM DRAWINGS.
4. CONTRACTOR SHALL CHECK, REVIEW AND VERIFY ALL PLANS, DIMENSIONS AND SITE CONDITIONS PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS, OR ANY VARIATIONS NEEDED IN ORDER TO CONFORM TO THE CODES, RULES AND REGULATIONS. ALL DIMENSIONS SHALL BE COORDINATED WITH THE SELECTED MANUFACTURER.
5. STRUCTURAL DRAWINGS SHALL BE COORDINATED WITH CIVIL, MECHANICAL AND ELECTRICAL DRAWINGS TO LOCATE DEPRESSED SLABS, SLOPES, DRAINS, OUTLET RECESSES, OPENINGS REGLETS, SLEEVES, ETC.
6. CONTRACTOR SHALL RESTRICT AND PROPERLY ISOLATE ALL CONSTRUCTION EQUIPMENT AND LOADS FROM INDUCING OR TRANSMITTING VIBRATIONS TO THE ADJACENT STRUCTURES DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL ADEQUATELY PROTECT HIS WORK AND ADJACENT PROPERTY AND BE RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
8. ALL CONNECTIONS EXPOSED TO WEATHER, OF STEEL TO STEEL AND STEEL TO MASONRY, MUST BE 316 STAINLESS STEEL BOLTS.
9. CONCRETE COVER TO REINFORCEMENT:
   FOOTINGS, SIDES = 3"
   FOOTINGS, BASE = 3"
   ALL OTHER EXPOSED TO EARTH OR WEATHER: 3"

CONCRETE

1. CONCRETE STRENGTH AT 28 DAYS SHALL BE AS FOLLOWS:
   FOUNDATIONS = 4,000 PSI
   SLAB ON GRADE = 4,000 PSI
   A. SLUMPS SHALL BE 2" MINIMUM AND 5" MAXIMUM.
   B. CONCRETE SHALL HAVE 3 PERCENT AIR ENTRAINMENT.
   C. JOB SITE WATER SHALL NOT BE ADDED.
2. CONCRETE: ALL REINFORCED CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318–10, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ALL STRENGTHS NOTED ABOVE ARE 28–DAY STRENGTHS. EXTERIOR CONCRETE SHALL HAVE 3% MINIMUM ENTRAINED AIR.
3. SUBMIT ALL REINF. STEEL SHOP DRAWINGS FOR ENGINEER APPROVAL PRIOR TO ANY FABRICATION.
4. WELDED WIRE FABRIC: SHALL COMPLY WITH ASTM A 185, UNLESS OTHERWISE SPECIFIED. PLACE FABRIC 2" CLEAR FROM TOP OF THE SLAB IN SLAB ON GRADE AND SUPPORT ON SLAB BOLSTERS SPACED AT 3'–0" O.C., WHERE FABRIC IS REQUIRED.
5. ALL REINFORCING STEEL SHALL BE MANUFACTURED FROM HIGH STRENGTH BILLET STEEL CONFORMING TO ASTM DESIGNATION A 615 GRADE 60.
6. ALL CONCRETE EDGES SHALL HAVE A 3/4" CHAMFER.

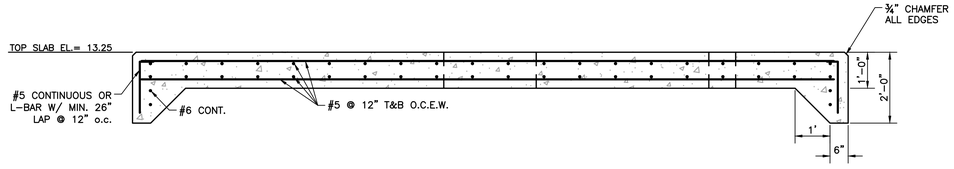
FOUNDATION

1. ALL SITE PREPARATION AND EXCAVATION WORK IS TO BE PERFORMED IN ACCORDANCE WITH STANDARD CONSTRUCTION PRACTICES AND STANDARDS
2. EXCAVATION & BACKFILL:
   A. ALL EXCAVATION SHALL BE KEPT DRY. EXCAVATE TO DEPTHS AND DIMENSIONS INDICATED. TAKE EVERY PRECAUTION TO GUARD AGAINST ANY MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES, UTILITIES, PIPING, ETC.
   B. BACKFILL IN HORIZONTAL LAYERS, MAXIMUM OF 12" THICK LAYERS AND COMPACT TO A MINIMUM OF 98% MAXIMUM PROCTOR DENSITY. PLACE BACKFILL SYMMETRICALLY, TAKING CARE TO PREVENT ANY ECCENTRIC LOADING OR WEDGING ACTION AGAINST WALLS OR BUILDINGS.
   C. BACKFILL TESTING: ONE (1) TEST PER EACH 12" LAYER OF COMPACTED SOIL FOR EACH 1,000 S.F. OF AREA OR FRACTION THEREOF. MINIMUM OF TWO (2) TESTS FOR ANY AREA.
3. DIMENSIONS: ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE STRUCTURAL DRAWINGS MUST BE VERIFIED AND COORDINATED WITH THE FIELD CONDITIONS AND APPROVED BY ENGINEER. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING BEFORE PROCEEDING WITH ANY WORK.
4. MINIMUM REQUIRED SBV = 2,000 PSF.



WELL HEAD CONCRETE SLAB PLAN

SCALE: 1/2" = 1'–0"



WELL HEAD CONCRETE SLAB SECTION

SCALE: 1/2" = 1'–0"

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VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 ■ 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 6/1/22
Scale: AS NOTED
Design By: HB
Drawn By: RR
Check By: SF

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

WELL NO.9 STRUCTURAL PLAN

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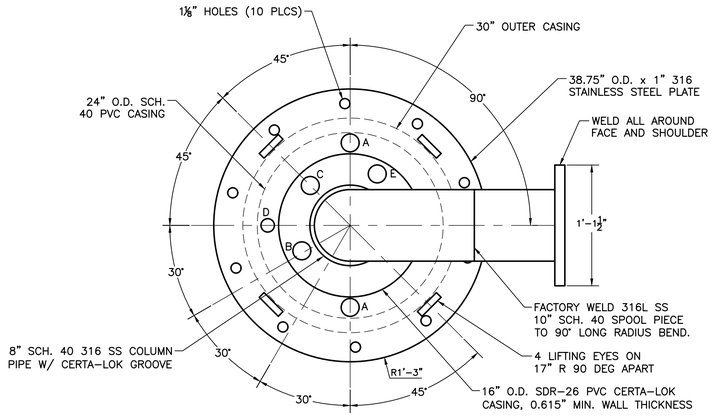
Cert. No. 26960

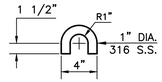
STEPHEN R. FOWLER, P.E.
License No: 69039

S-1

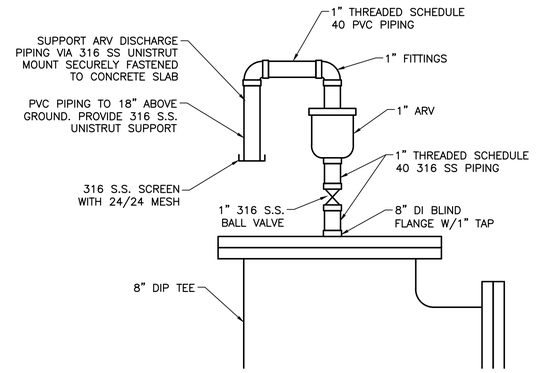
Drawing Name: F:\PROJECTS\Palm Springs\WA _5 – Well No. 9 Replacement Project\2 – Design\Drawings\SRUCT_PLAN.dwg Layout Name: S–1 – Plotted by: Felix Granados – Date: 3/30/2023 – 8:56 AM – Holtz Consulting Engineers



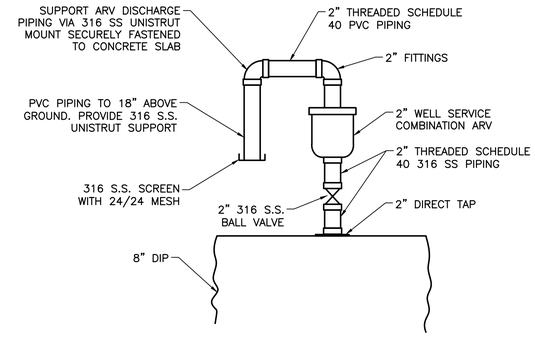
PLAN



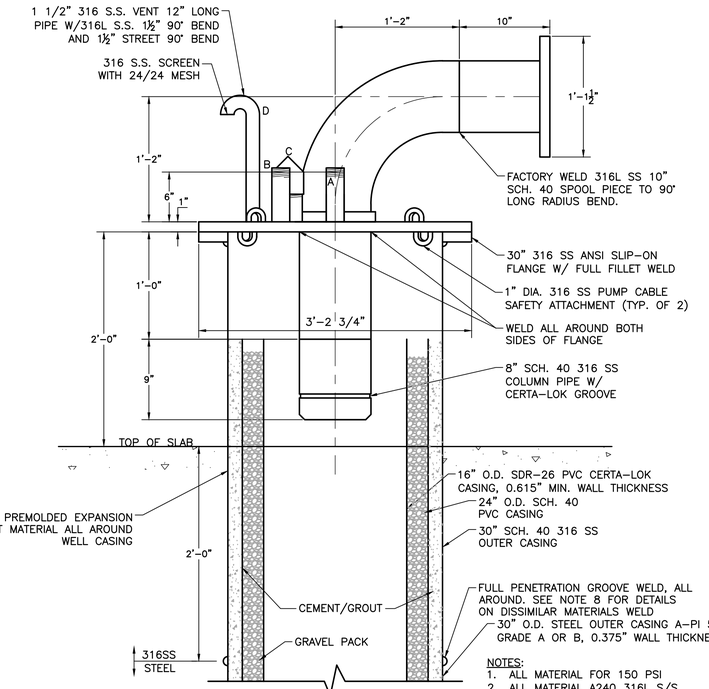
LIFTING EYE DETAIL
NTS



1" ARV DETAIL
NTS



2" COMBINATION AIR VALVE DETAIL
NTS



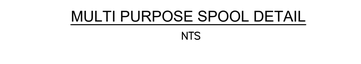
SECTION

LEGEND:
A---2" THREADED NIPPLE W/ 316 SS CAP (GRAVEL FEED, 2 REQ'D)
B---2" THREADED NIPPLE W/ 316 SS CAP (WATER LEVEL, DISINFECTION PORT)
C---2" THREADED NIPPLE W/ 316 SS 45° BEND, CHAMFER OPENING @ UNDERSIDE OF PLATE TO REMOVE SHARP EDGES (PUMP ELECTRICAL)
D---1 ½" THREADED NIPPLE W/ WELL VENT
E---2" THREADED NIPPLE W/ 1 ½" PVC STILLING WELL W/ ½" ø HOLES DRILLED @ 10" o.c. FOR LEVEL TRANSDUCER

WELL HEAD DETAIL
NTS

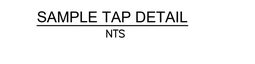
NOTES:
1. ALL MATERIAL FOR 150 PSI
2. ALL MATERIAL A240 316L S/S
3. ALL WELDS PER ASME STANDARDS USING 316L FILLER WIRE. WELDING SHALL BE CONDUCTED BY A CERTIFIED WELDER. NO FIELD WELDING ALLOWED.
4. 8" FLANGE AWWA C207 CLASS D 16" FLANGE AWWA C207 CLASS D
5. PIPE 8" SCHEDULE 40 S.S.
6. CUTS AND REWELDS NOT PERMITTED/ALLOWED
7. INTERIOR/EXTERIOR, AND ALL WELDS ON WELL HEAD SHALL BE PICKLED AND PASSIVATED PER ASTM A967 AND ASTM A380 AND SHALL BE SMOOTH AND FREE OF ANY DEFECTS.
8. WELDING OF DISSIMILAR METALS SHALL BE PERFORMED BY CERTIFIED WELDER EXPERIENCED IN PERFORMING DISSIMILAR METALS WELDING. PROVIDE WELDER'S CERTIFICATES. INSTALL WELDING EARS, @ 6" o.c. AROUND OUTSIDE PERIMETER OF PIPE.

PRESSURE GAUGE DETAIL
NTS



ALL TAPS SHALL BE MADE AT FACTORY.
NO FIELD TAPPING ALLOWED.

MULTI PURPOSE SPOOL DETAIL
NTS



SAMPLE TAP DETAIL
NTS

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VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
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ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

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VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

DETAILS

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STEPHEN R. FOWLER, P.E.
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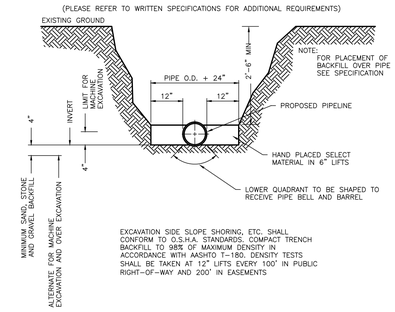
CD-1

Drawing Name: F:\PROJECTS\Palm Springs\WA _5 - Well No. 9 Replacement Project\2 - Design\Drawings\DETAILS.dwg Layout Name: CD-1 - Plotted by: Felix Granados - Date: 3/30/2023 - 8:56 AM - Holtz Consulting Engineers



CONTRACTOR SHALL AT ALL TIMES COMPLY WITH THE REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

STANDARD TRENCHING PROCEDURE

NTS

STANDARD WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT

1. STORM SEWER, GRAVITY WASTEWATER, FORCE MAINS AND RECLAIMED WATER MAINS CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED BETWEEN GRAVITY SEWER OR STORM SEWER, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/GRAVITY SEWER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN SIX (6) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE SIX (6) INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/FORCE MAIN/RECLAIMED WATER MAINS CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM TWELVE (12) INCH VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION, IN ALL OF THE ABOVE CASES D.I.P. IS NOT REQUIRED FOR STORM SEWER PIPE.

2. FORCE MAINS CROSSING RECLAIMED WATER MAINS OR STORM SEWER SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE RECLAIMED WATER MAIN OR STORM SEWER AND THE RECLAIMED WATER MAIN SHALL CROSS OVER THE FORCE MAIN.

3. AT THE UTILITY CROSSING DESCRIBED IN ITEMS 1 AND 2 ABOVE, ONE FULL LENGTH OF DUCTILE IRON WATER MAIN PIPE SHALL BE CENTERED SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE JOINTS. WHERE THIS IS NOT POSSIBLE, JOINTS SHALL BE AT LEAST THREE (3) FEET FROM STORM SEWERS AND SIX (6) FEET FROM GRAVITY SEWER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS.

4. SEWER SERVICE LATERALS SHALL CROSS UNDER WATER MAINS WITH A MINIMUM VERTICAL SEPARATION OF TWELVE (12) INCHES. IF (12") VERTICAL SEPARATION CANNOT BE MAINTAINED, THEN THE WATER MAIN SHALL BE D.I.P. AND THE SEWER SERVICE LATERAL SHALL BE C-900 SDR 18 OR BETTER AND THE MINIMUM SEPARATION SHALL BE SIX (6) INCHES. WHEN IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER THE SEWER SERVICE LATERAL A MINIMUM VERTICAL SEPARATION OF AT LEAST TWELVE (12) INCHES MUST BE MAINTAINED, THE WATER MAIN SHALL BE D.I.P. AND THE SEWER LATERAL SHALL BE C-900 SDR 18 OR BETTER.

5. MAINTAIN MINIMUM TEN (10) FEET HORIZONTAL DISTANCE BETWEEN POTABLE WATER MAIN OR FORCE MAIN, RECLAIMED WATER MAIN, STORM SEWER OR GRAVITY SEWER MAIN OR ON SITE SEWAGE DISPOSAL SYSTEMS. ADDITIONAL SEPARATION MAY BE REQUIRED AS OUTLINED IN SECTION II OF SUA STANDARDS.

WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT

NTS

INSTALLATION PROTOCOL

1. ALL PIPE IS TO BE LAID IN A CLEAN DRY TRENCH.
2. ALL MUCK AND UNSUITABLE MATERIALS ENCOUNTERED IN TRENCH BOTTOM SHALL BE REMOVED AND REPLACED WITH COMPACTED GRANULAR MATERIAL TO 98% OF MAXIMUM DENSITY PER AASHTO T-180. PROCTOR AND DENSITY TEST RESULTS SHALL BE SUBMITTED TO EOR WITH A COPY TO AUTHORITY.
3. ALL BACKFILL SHALL BE PLACED IN 12 INCH LIFTS AND COMPACTED BY MECHANICAL MEANS TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 OR AS OTHERWISE REQUIRED BY THE PERMITTING AGENCY.
4. UTILITIES CROSSING ROAD RIGHT-OF-WAY SHALL BE INSTALLED PRIOR TO ROAD CONSTRUCTION AND BACKFILLED AND COMPACTED WITHIN RIGHT-OF-WAY LIMITS IN STRICT ACCORDANCE WITH THE DIRECTIONS OF THE EOR AND REQUIREMENTS OF ALL AGENCIES OF JURISDICTION.
5. EMBEDMENT MATERIALS BELOW PIPE SHALL CONFORM TO UNIFIED SOIL CLASSIFICATION SYSTEM (U.S.C.S.) SOIL CLASSIFICATION CLASS I OR II AS NOTED IN ASTM D2321.
6. ALL LINES UNDER CONSTRUCTION SHALL BE PLUGGED WITH A WING PLUG, AND ALL PRESSURE PIPES ARE TO BE PLUGGED WITH A MECHANICAL PLUG OR CAP AT THE END OF THE WORKING DAY TO PREVENT GROUND WATER AND POTENTIAL CONTAMINANTS FROM ENTERING COMPLETED LINES AND LINES UNDER CONSTRUCTION.
7. ABOVE GROUND PIPING, INCLUDING BUT NOT LIMITED TO, AERIAL CROSSINGS, LIFT STATION PIPING, FIRE LINES, METER/BACKFLOW PREVENTION DEVICE ASSEMBLIES, ETC. SHALL BE FLANGED AND BE COATED IN THE FOLLOWING MANNER: BLAST CLEAN AND REMOVE ALL PAINT AND ANY LOOSE MATERIAL IN ACCORDANCE WITH NADF 500-3. BLASTING CLEANING SHALL BE PERFORMED USING NON-SILICA MEDIA. PAINT ALL EXTERIOR FERROUS METAL SURFACES. THE MANUFACTURER'S RECOMMENDATIONS FOR SURFACE PREPARATION, PRIMING, RECOATING, ETC. SHALL BE STRICTLY FOLLOWED. DO NOT PAINT OR COAT ANY NAMEPLATES, BRASS OR STAINLESS STEEL SURFACES. CONTRACTOR SHALL USE THE FOLLOWING PAINT SYSTEM OR APPROVED EQUAL.
   TNEMEC
   A. PRIMER: TNEMEC-MODIFIED POLYAMIDOAMINE EPOXY #135 (3.0 TO 5.0 MILS DFT) ALUMINUM COLOR
   B. INTERMEDIATE COAT: TNEMEC-MODIFIED POLYAMIDOAMINE EPOXY (3.0 TO 5.0 MILS DFT) OFF WHITE COLOR
   C. FINISH COAT: SERIES 1074 ENDURA-SHIELD, DFT.
   THE FINISHED COAT OF PAINT SHALL BE GREEN IN COLOR FOR SANITARY SEWER, LAVENDER FOR RECLAIMED APPURTENANCES AND BLUE FOR POTABLE WATER APPURTENANCES.
8. ALL FLANGED PIPE SHALL BE CAULKED BETWEEN EACH FLANGE AND THREADS WITH SIKA 1 A URETHANE CAULK AFTER BLASTING AND PRIOR TO PRIMING.
9. ALL TIE RODS, BOLTS, NUTS, ETC. INSTALLED UNDERGROUND MUST BE COR TEN AND SHALL BE PAINTED WITH KOPPERS 300-M OR AN AUTHORITY APPROVED EQUAL. BRASS AND STAINLESS STEEL HARDWARE IS EXEMPT FROM THIS REQUIREMENT.
10. COATINGS AND LININGS DAMAGED DUE MISHANDLING OR OTHERWISE, MUST BE REPLACED. COATING AND LININGS DAMAGED DUE TO FIELD CUTTING SHALL BE REPAIRED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, CEMENT MORTAR AND POLYETHYLENE PIPE LININGS, PROTECTO 401, GALVANIZED COATINGS, PVC FENCE COATINGS AND OTHER TYPE COATINGS. APPROVAL MUST BE OBTAINED FROM AUTHORITY PRIOR TO PERFORMING COATING AND LINING REPAIRS. INSPECTIONS OF ALL REPAIRS ARE REQUIRED.
11. ALL STAINLESS STEEL NUTS, BOLTS AND HARDWARE REFERENCED IN THESE STANDARDS, SHALL BE SS 316 GRADE AND SHALL BE SO STAMPED BY THE MANUFACTURER TO VERIFY ALLOY. THE USE OF ANY OTHER STAINLESS STEEL ALLOY WILL REQUIRE SPECIFIC APPROVAL BY AUTHORITY. IN GENERAL, STAINLESS STEEL NUTS, BOLTS AND HARDWARE ARE REQUIRED IN AND AROUND LIFT STATIONS AND FOR FACILITIES INSTALLED OVER OR UNDER BRACKISH OR MARINE WATERS. THIS REQUIREMENT APPLIES TO FLANGE BOLTS AND NUTS ON FLANGED PIPING, MOUNTING BRACKETS, ALL THREAD ROD, ANCHOR BOLTS, WASHERS, CLAMPS AND OTHER MISCELLANEOUS HARDWARE. ANTI-GALLING COMPOUND ANTI-SEIZE LUBRICANT SHALL BE APPLIED TO THE THREADS OF ALL STAINLESS STEEL BOLTS PRIOR TO INSTALLATION.

   ANTI-SEIZE LUBRICANT SHALL BE GRAPHITE 50 ANTI-SEIZE BY LOCTITE CORPORATION, 1000 ANTI-SEIZE PASTE BY DOW CORNING OR 3M LUBE AND ANTI-SEIZE BY 3M.
12. ALL RUBBER AND SYNTHETIC ELASTOMERIC COMPONENTS OF PRODUCTS THAT COME IN CONTACT WITH POTABLE WATER SHALL BE MANUFACTURED WITH CHLORAMINE RESISTANT ELASTOMERS AND SHALL BEAR NSF APPROVAL.
13. ALL MAIN, INCLUDING FITTINGS, SHALL BE EASILY IDENTIFIABLE AS TO THEIR CONTENTS AND SHALL BE COLOR CODED OR MARKED USING THE UNIVERSAL COLOR CODE OF BLUE FOR WATER, GREEN FOR SEWER AND LAVENDER FOR RECLAIMED. 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 IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE 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 SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.

INSTALLATION PROTOCOL

NTS

MIN. LENGTH OF PIPE (FEET) TO BE RESTRAINED

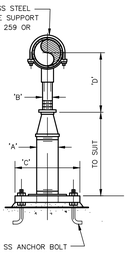
(SOURCES: EBAA IRON RESTRAINT LENGTH CALCULATION PROGRAM FOR PVC PIPE, RELEASE 3.1, AND DIPRA THRUST RESTRAINT FOR DUCTILE IRON PIPE, RELEASE 3.2)

FITTING TYPE		PIPE SIZE 200psi										
		4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	42"	48"
90° HORIZ. BEND		14	20	25	30	35	45	54	62	98	112	124	135
45° HORIZ. BEND		6	8	11	13	15	19	22	26	41	46	51	56
22.5° HORIZ. BEND		3	4	5	6	7	9	11	12	19	22	25	27
11.25° HORIZ. BEND		1	2	3	3	4	4	5	6	10	11	12	13
90° VERT. OFFSET	UPPER BEND	29	41	53	64	74	95	115	134	214	246	276	304
	LOWER BEND	7	10	13	16	19	25	30	35	57	66	74	83
45° VERT. OFFSET	UPPER BEND	12	19	24	29	34	39	48	56	89	102	114	126
	LOWER BEND	3	4	6	7	8	10	12	15	23	27	31	34
22.5° VERT. OFFSET	UPPER BEND	6	9	12	14	17	19	23	27	43	49	55	60
	LOWER BEND	1	2	4	4	4	5	6	7	11	13	15	16
11.25° VERT. OFFSET	UPPER BEND	3	4	6	7	8	9	11	13	21	24	27	30
	LOWER BEND	1	1	1	2	2	2	3	3	6	6	7	8
PLUG (DEAD END)		32	45	59	70	83	107	129	151	214	246	276	304
IN-LINE VALVE		32	45	45	45	45	55	65	80	110	125	140	155
TEE (BRANCH RESTRAINT)	4"X ø	23	–	–	–	–	–	–	–	–	–	–	–
	6"X ø	21	35	–	–	–	–	–	–	–	–	–	–
	8"X ø	18	34	47	–	–	–	–	–	–	–	–	–
	10"X ø	16	32	46	58	–	–	–	–	–	–	–	–
	12"X ø	13	30	44	57	69	–	–	–	–	–	–	–
	16"X ø	7	26	41	55	67	90	–	–	–	–	–	–
	20"X ø	1	21	38	52	65	88	109	–	–	–	–	–
	24"X ø	1	16	34	49	62	86	108	129	–	–	–	–
	30"X ø	1	8	28	44	58	83	106	127	208	–	–	–
	36"X ø	1	1	22	39	54	80	103	124	206	240	–	–
	42"X ø	1	1	15	33	49	77	100	122	205	239	270	–
	48"X ø	1	1	7	27	44	73	97	120	203	238	269	298
REDUCER (LARGER PIPE RESTRAINT)	6"X ø	23	–	–	–	–	–	–	–	–	–	–	–
	8"X ø	38	25	–	–	–	–	–	–	–	–	–	–
	10"X ø	57	43	24	–	–	–	–	–	–	–	–	–
	12"X ø	72	60	44	41	–	–	–	–	–	–	–	–
	16"X ø	99	90	78	75	45	–	–	–	–	–	–	–
	20"X ø	123	116	107	105	81	45	–	–	–	–	–	–
	24"X ø	146	140	132	131	111	82	45	–	–	–	–	–
200psi	30"X ø	209	204	197	188	177	153	116	75	–	–	–	–
	36"X ø	243	236	233	226	217	196	168	135	74	–	–	–
	42"X ø	273	270	265	259	252	234	211	183	133	72	–	–
	48"X ø	301	298	294	289	283	268	249	226	183	131	71	–

NOTES:
1. THE DATA IN THE ABOVE TABLE ARE BASED UPON THE FOLLOWING INSTALLATION CONDITIONS:
   SOIL TYPE-SAND TEST PRESSURE-150 PSI/200 PSI DEPTH OF BURY-3'
   TRENCH TYPE-3 SAFETY FACTOR-1.5 VERTICAL OFFSET-3'
   MINIMUM PIPE LENGTH ALONG TEE RUN-5'
2. THE RESTRAINED PIPE LENGTHS APPLY TO DUCTILE IRON AND PVC PIPE.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.
4. RESTRAINED PIPE LENGTHS APPLY TO PIPE ON BOTH SIDES OF VALVES AND FITTINGS.
5. MULTIPLY PIPE LENGTH BY 1.4 FOR POLYETHYLENE ENCASED PIPE.
6. RESTRAINED PIPE LENGTHS EQUAL TO AN "INLINE VALVE" CONDITION ARE REQUIRED AT EACH END OF A TRANSITION FROM HDPE PIPE TO OTHER PIPE MATERIALS.

PIPE RESTRAINT TABLE

NTS



316 SS ADJUSTABLE PIPE SUPPORTS APPROX DIMENSIONS IN INCHES					
PIPE SIZE	A	B	C	D MIN	D MAX
2 1/2	2 1/2	1 1/2	9	8	11 1/2
3	2 1/2	1 1/2	9	8 1/4	11 3/4
3 1/2	2 1/2	1 1/2	9	8 1/2	12
4	3	2 1/2	9	10 1/4	14
6	3	2 1/2	9	11 5/8	15 1/4
8	3	2 1/2	9	13 5/8	16 1/2
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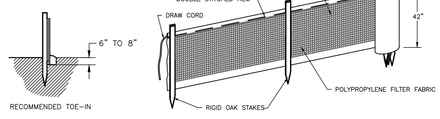
30	6	4	13 1/2	29 5/8	31 1/2
32	6	4	13 1/2	30 5/8	32 3/4
36	6	4	13 1/2	32 5/8	34 3/4

NOTE:
1. UNDER VALVES, METERS OR OTHER SPECIAL APPURTENANCES A FABRICATED SUPPORT PIECE MAY BE UTILIZED AS ACCEPTABLE TO ENGINEER

ADJUSTABLE PIPE SUPPORT

NTS



NOTES:
1. SILT FENCE SHALL BE INSTALLED PER MANUFACTURE'S SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
2. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
3. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
4. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.
5. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.

SILT FENCE DETAIL

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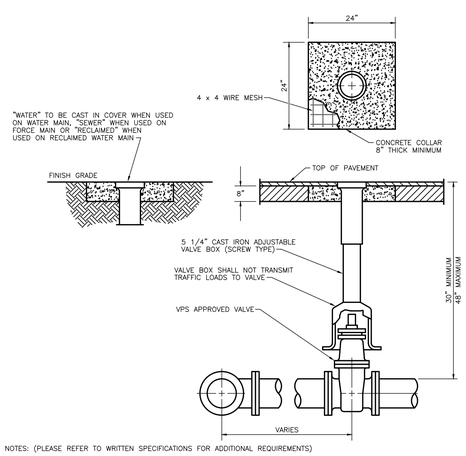

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. CONCRETE COLLAR MAY NOT BE REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO FINAL INSPECTION AND VALVE BOX LID IS AT FINISHED GRADE.
2. WHEN VALVE IS DEEPER THAN 48" AN EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT TO 24" OF FINISHED GRADE.
3. TWO OF THE FOLLOWING FORMS OF RESTRAINT SHALL BE USED WHEN PIPE IS GREATER THAN 12".
   A) APPROVED MECHANICAL JOINT RESTRAINT (i.e. MEGALUG)
   B) TIE RODS AND NUTS EQUAL IN DIA. TO TEE BOLTS AND NUTS, COATED WITH KOP-COAT 300-M OR APPROVED EQUAL.

TYPICAL UNDERGROUND VALVE INSTALLATION

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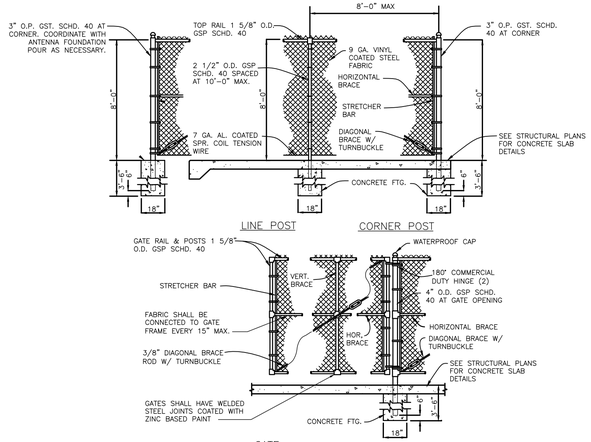

NOTES:
1. GATE TO BE SIZED PER REQUIREMENTS.
2. VINYL COATED STEEL WOVEN WIRE FABRIC TO BE STRETCHED TAUT W/ STRETCHER BARS AND STRAPS AND FASTENED TOP & BOTTOM AND AT LINE POSTS WITH GALV. PIG RING TIES.
3. GATE TO BE SECURED OPEN WITH GATE STOP SET IN CONCRETE.
4. ALL RAILS, POSTS AND HARDWARE TO BE BLACK VINYL COATED.
5. WHERE POSTS COME IN CONTACT WITH CONCRETE THEY SHALL BE COATED WITH KOPPERS 300M OR APPROVED EQUAL.
6. CALL-OUTS ARE FOR WIRE BEFORE VINYL COATING.
7. VERTICAL BLACK PVC FENCE SLATS REQUIRED.
8. PROVIDE LOCKABLE GATE LATCH W/ INDUSTRIAL DROP ROD AND 2"ø GALV. METAL SLEEVE FOR DROP ROD SET IN CONCRETE. SLEEVE SHALL BE COATED W/ KOPPERS 300M OR APPROVED EQUAL.

FENCE DETAIL

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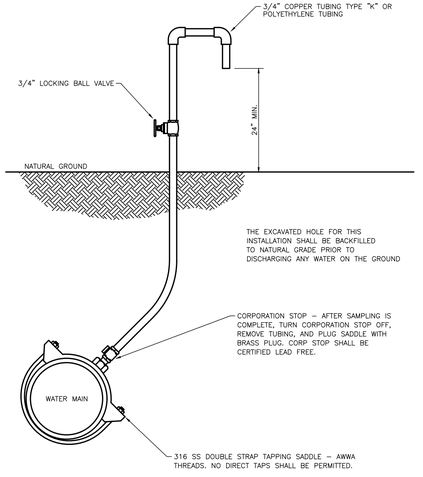

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. WHERE POSSIBLE, SERVICE TAPS OR FIRE HYDRANTS (SEE "SAMPLE POINT - FIRE HYDRANT" DETAIL) SHALL BE USED AS SAMPLING POINTS.

SAMPLE POINT - IN LINE

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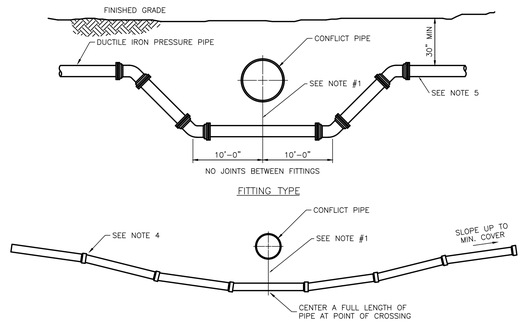

FITTING TYPE

DEFLECTION TYPE

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. FOR VERTICAL SEPARATION SEE "WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT" DETAIL.
2. ONE OF THE FOLLOWING FORMS OF RESTRAINT SHALL BE USED FROM FITTING TO FITTING FOR PIPE SIZES UP TO AND INCLUDING 12", FOR PIPE SIZES GREATER THAN 12" BOTH FORMS OF RESTRAINT SHALL BE USED.
   A) APPROVED MECHANICAL JOINT RESTRAINT. (i.e. MEGALUG)
   B) TIE RODS AND NUTS EQUAL IN DIA. TO TEE BOLTS AND NUTS, COATED WITH KOP-COAT 300-M OR APPROVED EQUAL.
3. THE DEFLECTION TYPE CROSSING IS PREFERRED, BUT IN INSTANCES WHERE THE FITTING TYPE DEFLECTION IS USED, 22 1/2° BENDS ARE PREFERRED.
4. DO NOT EXCEED 75% OF MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION.
5. PIPE SHALL BE RESTRAINED FOR A MINIMUM DISTANCE OF 60' FROM EACH TOP DEFLECTION. SEE "PIPE RESTRAINT TABLE" DETAIL FOR ADDITIONAL RESTRAINT DISTANCES FOR PIPE GREATER THAN 12".

PRESSURE PIPE DEFLECTION

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Drawn By: RR
Check By: SF

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

DETAILS

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CD-2

Drawing Name: F:\PROJECTS\Palm Springs\WA _5 - Well No. 9 Replacement Project\2 - Design\Drawings\DETAILS.dwg Layout Name: CD-2 - Plotted by: Felix Granados - Date: 3/30/2023 - 8:56 AM - Holtz Consulting Engineers

GENERAL ELECTRICAL NOTES

1. **SCHEMATIC NATURE**
PLAN VIEWS ARE SCHEMATIC IN NATURE AND MEANT TO SHOW THE SCHEMATIC ARRANGEMENT OF EQUIPMENT AND CONDUIT.

2. **APPROVED SHOP DRAWINGS**
USE APPROVED SHOP DRAWINGS FOR LAY OUT OF EQUIPMENT. THE CONTRACT DOCUMENTS WILL VARY FROM THE SHOP DRAWINGS. INFORM THE ENGINEER IMMEDIATELY IF THERE ARE LAY OUT ISSUES OR INADEQUATE SPACE FOR EQUIPMENT OR CLEARANCES. LAND CONDUITS IN OPENINGS OF ENCLOSURES PER THE APPROVED SHOP DRAWINGS, DO NOT USE THE CONTRACT DRAWINGS.

3. **CLEARANCES**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEET N.E.C. CLEARANCES ABOUT EQUIPMENT. THE SAME APPLIES TO RACEWAY SUPPORTS.

4. **ROUTING**
CONDUIT ROUTING IS SCHEMATIC IN NATURE. CONDUIT ROUTING IS SHOWN FOR CLARITY ON THE CONTRACT DRAWINGS. ROUTE CONDUITS AS MAY BE REQUIRED.

5. **FIELD VERIFICATIONS**
FIELD VERIFY ALL EXISTING CONDITIONS. MAKE MINOR ADJUSTMENTS AS NEEDED. INFORM OWNER/ENGINEER OF INCONSISTENCIES IMMEDIATELY IF PROBLEMS OR CONFLICTS EXIST.

6. **COMPLETE AND FUNCTIONAL SYSTEMS**
PROVIDE ALL LABOR AND MATERIAL FOR A COMPLETE AND FUNCTIONAL SYSTEM. DEMONSTRATE SYSTEM OPERATION TO THE OWNER/ENGINEER.

7. **LABELING**
THE CONTRACTOR SHALL PROVIDE LAMCOID PRINTED LABELS FOR ALL EQUIPMENT AND TYPED PANELBOARD SCHEDULES AS REQUIRED.

8. **CONTRACTOR MINIMUM REQUIREMENTS**
PROVIDE AND INSTALL A COMPLETE ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR A COMPLETE SYSTEM SHALL BE INCLUDED.

   THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.

   ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE, NFPA, AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE U.L. APPROVED.

   CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL CONCEALED FACILITIES BEFORE ANY WORK BEGINS.

9. **SCOPE OF WORK**
   1. DEMO EXISTING ELECTRICAL EQUIPMENT.
   2. INSTALL ELECTRICAL RACEWAYS & EQUIPMENT.
   3. INSTALL FIELD INSTRUMENTS.
   4. PROVIDE PROGAMING OF RTU/PLC AND PLANT SCADA FOR WELL 9.
   5. TEST AND STARTUP OF NEW EQUIPMENT AND INSTRUMENTS.

10. **CONDUIT**
CONDUIT SIZES AS SHOWN ON THE DRAWINGS ARE MINIMUM. THE CONTRACTOR MAY INCREASE AS REQUIRED FOR EASE OF PULLING.

11. **JUNCTION BOXES**
PROVIDE ADDITIONAL BOXES AS MAY BE REQUIRED.

12. **CONDUCTORS**
CONDUCTORS SHALL BE COPPER STRANDED TYPE THWN WITH 75°C RISE INSULATION.

13. **GROUNDING**
PROVIDE GROUND SYSTEM AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE NATIONAL ELECTRIC CODE.

14. **FUTURES FACILITIES**
WHERE FUTURE FACILITIES ARE INDICATED. CONDUIT ROUTING SHALL ACCOUNT FOR SUCH FACILITIES.

15. **RESPONSIBILITIES**
BIDDERS, SUPPLIERS, EQUIPMENT VENDORS, GENERAL CONTRACTOR, SUB CONTRACTORS AND OTHER SIMILAR ENTITIES ARE REQUIRED TO READ ALL THE CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS.

16. **HOME RUNS**
CONTRACTOR SHALL COORDINATE HOME RUNS BETWEEN PLAN VIEWS. WHERE ANY CONDUIT IS SHOWN IN ANY PLAN VIEW IT SHALL BE INSTALLED THE ENTIRE LENGTH AS MAY BE REQUIRED.

17. **SEPARATION**
MAINTAIN MIN. 12" SEPARATION BETWEEN 4-20MADC SIGNAL AND OTHER RACEWAYS.

18. **DEMOLITION**
AS MAY BE REQUIRED.

19. **SHUT DOWNS**
CONTRACTOR SHALL COORDINATE ANY POWER DOWNTIME WITH FPL AND THE OWNER. ANY POWER DOWN TIME SHALL BE APPROVED BY THE OWNER.

20. **RESTORATION**
CONTRACTOR SHALL RESTORE TO ORIGINAL CONDITION ALL FACILITIES HE DISTURBS. CONTRACTOR SHALL PROVIDE CLEANUP, AND PROPER DISPOSAL, AND PAY ALL FEES FOR ALL DEMOLISHED MATERIALS AND THE LIKE.

MATERIAL SCHEDULE

LOCATION	CONDUIT	MISC ENCLOSURE MATERIALS	MISC ENCLOSURE NEMA RATING	FASTENERS, STRUT, THREADED ROD, ETC.	REMARKS
INTERIOR					
EXPOSED	PVC SCHED. 80	316 SS	4X	316 SS	
EXTERIOR					
BELOW GRADE	PVC SCHED. 40	CONCRETE BOXES	N/A	316 SS	
ABOVE GRADE	PVC SCHED. 80	316 SS	4X	316 SS	

GENERAL NOTES

1. THE SCHEDULE SHALL ESTABLISH THE MINIMUM LEVEL OF QUALITY FOR MATERIALS. UNLESS OTHERWISE INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS
2. THE SCEHDULE SHALL NOT APPLY TO POWER TRANSFORMERS, LIGHT FIXTURES AND THE LIKE, THOSE ELEMENTS ARE NOTED OR INDICATED ELSEWHERE

LEGEND

N/A	NOT APPLICABLE
316 SS	316 STAINLESS STEEL

ELECTRICAL LEGEND

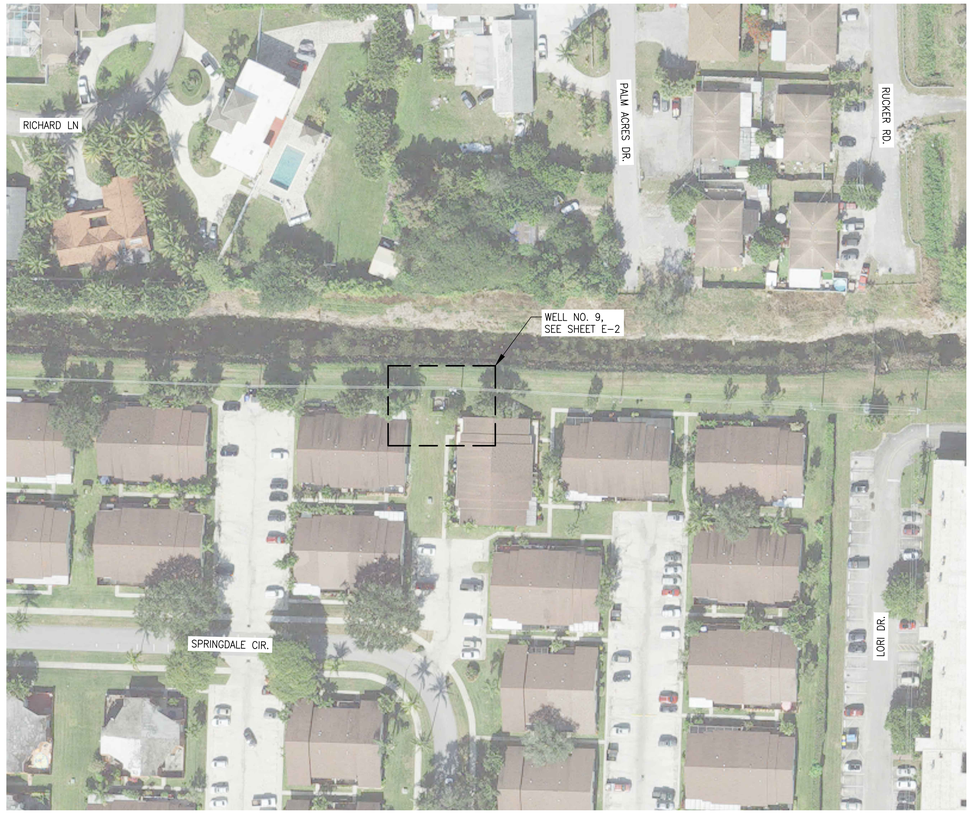
- RACEWAY EXPOSED
- LIGHTING RACEWAY CONCEALED
- RACEWAY CONCEALED
- RACEWAY TURNED UP/DOWN
- (5) MOTOR
- TRANSFORMER
- FUSE
- CIRCUIT BREAKER
- CAPACITOR
- LIGHTNING ARRESTER
- SAFETY DISCONNECT SWITCH, HP RATED
- GROUND
- DUPLEX, 14" AFF
- LEVEL SWITCH, FLOAT SWITCH
- THERMAL SWITCH
- HEATER
- (G) PILOT LIGHT
- RTM RUN TIME METER
- SELECTOR SWITCH
- PUSH BUTTON ON-OFF SWITCH
- NORMALLY OPEN CONTACT
- NORMALLY CLOSED CONTACT
- [J] JUNCTION BOX
- PANELBOARD, ELECTRICAL EQUIP. ENCL
- [M] MOTOR OPERATED VALVE
- RED, MAINTAINED PUSH BUTTON
- TIMING CONTACT
- ENCLOSED COMBINATION STARTER
- CONTROL RELAY, MOTOR STARTER, ETC.
- (C01) DENOTES CONDUIT TAG 01
- (C01) (C02) DENOTES SEPARATE CONDUITS WITH SEPARATE WIRE
- (A-1) DENOTES PANELBOARD A, CIRCUIT 3

ELECTRICAL ABBREVIATIONS

BPSCP	BOOSTER PUMP STATION CONTROL PANEL	PB	PULL BOX
		PDP	POWER DIST. PANEL
CB	CIRCUIT BREAKER	PM	POWER MONITOR
CM	COMPRESSOR	PNLBD	PANEL BOARD
CP	CONTROL PANEL	PSB	PUMP STATION BYPASS
CR	CONTROL RELAY	PSCP	PUMP STATION CONTROL PANEL
CV	CONTROL VALVE	PSV	PRESSURE SUSTAINING VALVE
DFM	DISCHARGE FLOW METER	R,G,A	RED, GREEN, AMBER PILOT LIGHT
DISC	DISCONNECT SWITCH	RGS	RIGID GALVANIZED STEEL
ETM	ELAPSED TIME METER	RTU	REMOTE TERMINAL UNIT
F	FUSE	SM	SUB-METER
FSA	FIELD SURGE ARRESTOR	SA	SURGE ARRESTER
GEN	GENERATOR	SB	SURGE BOX
GFI	GROUND FAULT INTERRUPTER	SC	SURGE CAPACITOR
HOA	HAND-OFF-AUTO	SCC	SHIELDED CONTROL CABLE
HOR	HAND-OFF-REMOTE	SS	SELECTOR SWITCH OR 316 STAINLESS STEEL
IDF	INLET AND DISCHARGE FLOW		
IPB	INST. PULL BOX	TD	TIME DELAY
LA	LIGHTNING ARRESTER	TS	TEST SWITCH
M	MOTOR STARTER	US	UP STREAM
MCC	MOTOR CONTROL CENTER	WP	WEATHER PROOF
MLO	MAIN LUGS ONLY	XFMR	TRANSFORMER
OL	OVER LOAD RELAY	ZSC	POSITION SWITCH CLOSED
OH	OVERHEAD	ZSO	POSTION SWITCH OPEN
OOX	OFF, OFF, ON		
PB	PUSH BUTTON		

CONDUIT LEGEND

6 TSP, 1#14, 1-1/2"C
- 1-1/2"C — CONDUIT SIZE
- 1 #14 — 1 #14 WIRE
- 6 TSP — 6 TWISTED SHIELDED PAIRS



AERIAL SITE PLAN

NTS

C&W engineering
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(561) 642-5333
58084
REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755

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VERIFY SCALE
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Drawn By: VKG
Check By: MAG

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

ELECTRICAL NOTES & LEGEND

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MICHAEL A. GUIDA
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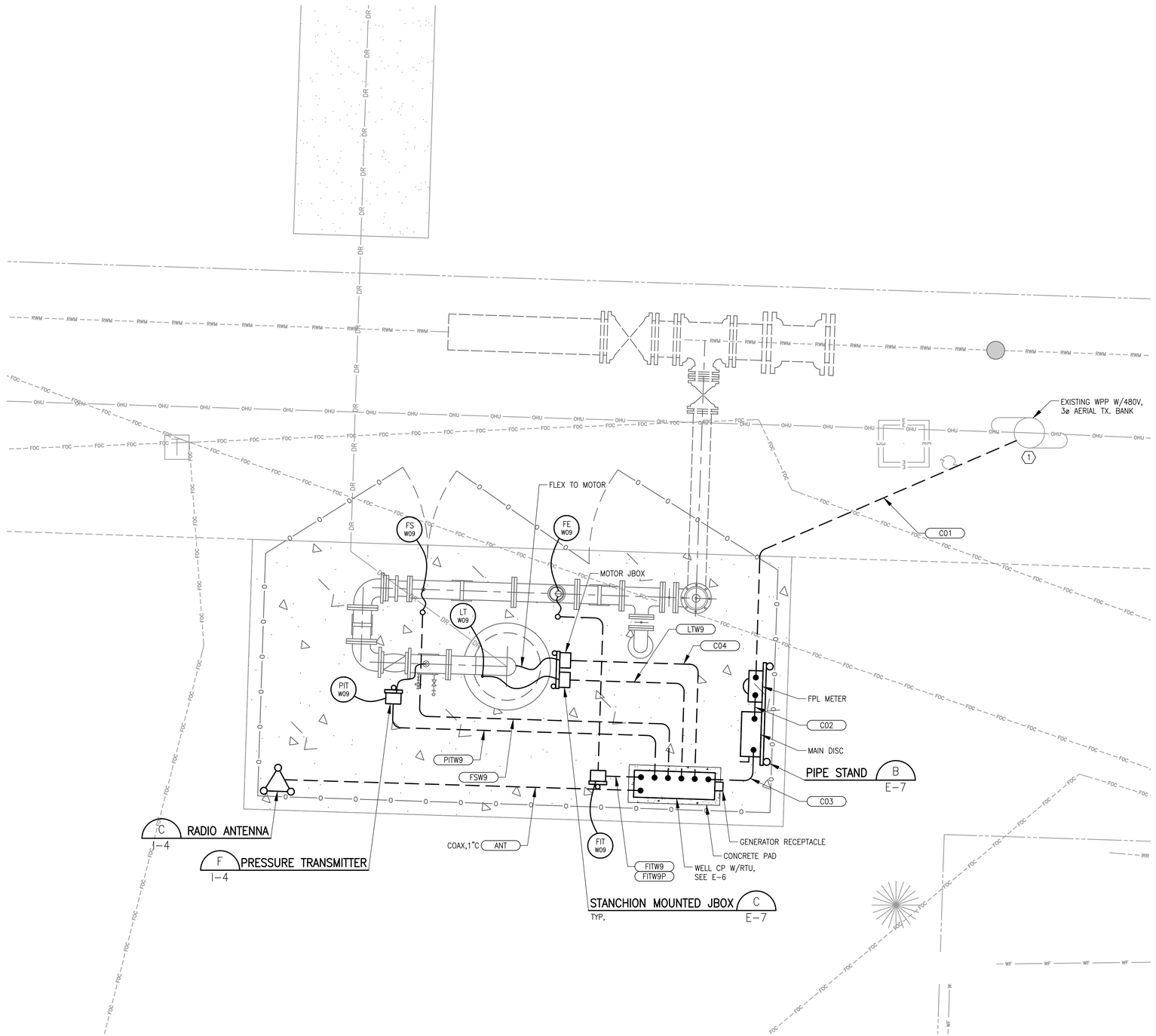
E-1

Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\01 - Electrical Site Plans.dwg Layout Name: LEGEND - Plotted by: Yoan - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers



SPECIFIC ELECTRICAL NOTES

(1) SVC TRANSFORMER POLE TO BE RE-ENERGIZED AFTER WELL IS DRILLED AND CRANE IS REMOVED.

GENERAL ELECTRICAL NOTES

1. THE PLAN SHOWS FPL SERVICE FROM WPP W/AERIAL 480V TRANSFORMERS, THIS IS AFTER FPL HAS REMOVED THE TEMP SERVICE AND CONFIGURED ITS ELECTRICAL OVERHEAD LINES BACK TO THE WPP W/AERIAL TRANSFORMERS, SEE SPECIFICATIONS.

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VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

ELECTRICAL SITE PLAN

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License No: 60755

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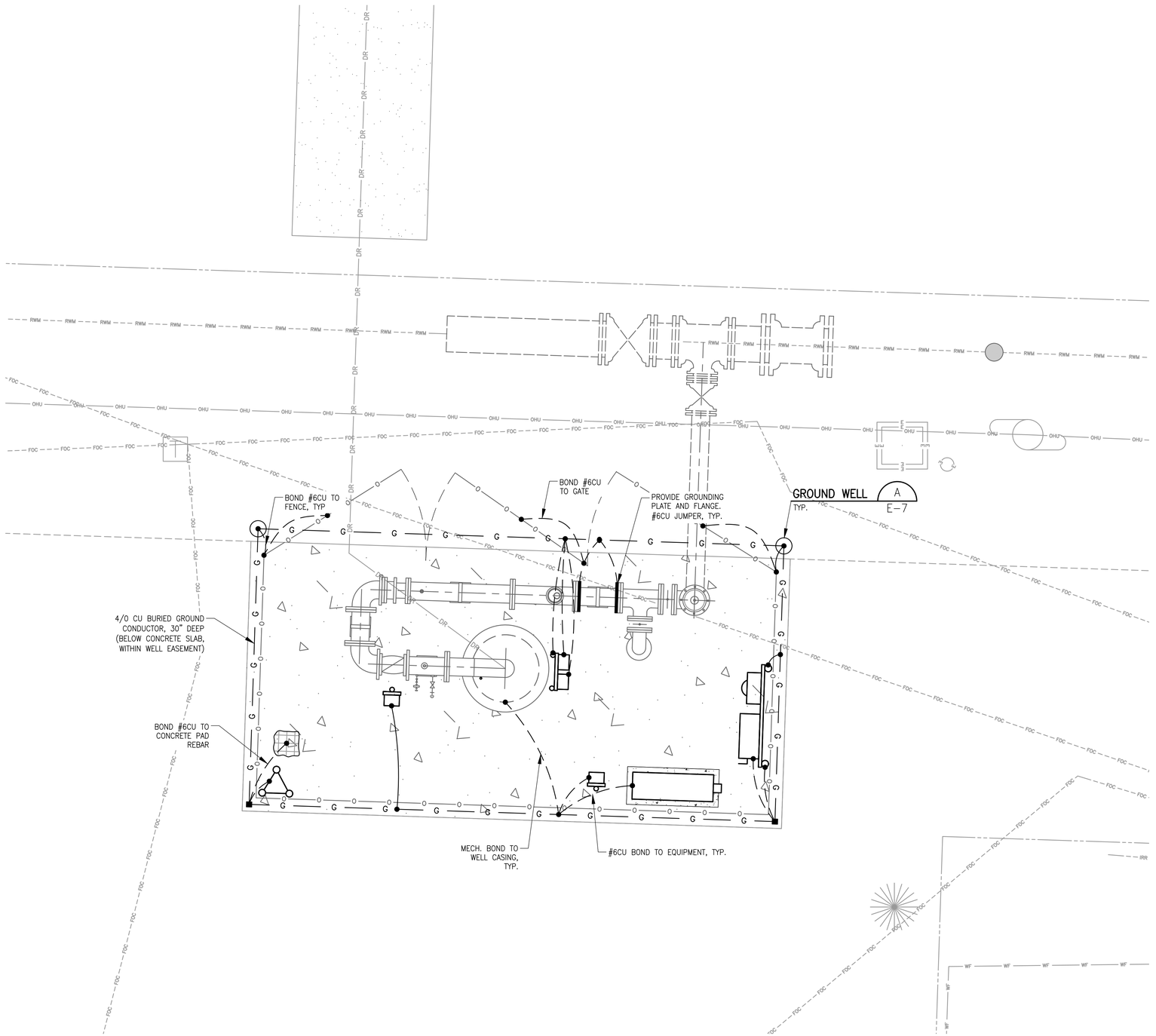

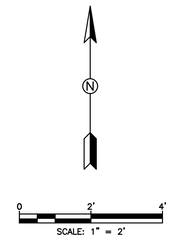

GROUNDING SYSTEM NOTES

1. PROVIDE A BURIED GROUND CONDUCTOR BELOW GRADE.
2. BOND PIPE STANDS, LIGHT POLES, EQUIP. RACKS AND THE LIKE.
3. ELECTRICAL CONTRACTOR SHALL TEST THE GROUND SYSTEM. THE RESULTS SHALL NOT BE GREATER THAN 5 OHMS.
4. ALL CONNECTIONS TO GROUND SYSTEM SHALL BE MADE IN LINE WITH BENDS NOMINAL 12" RADIUS IN THE DIRECTION OF CURRENT FLOW.
5. ALL BENDS IN GROUND WIRES SHALL BE NOMINAL 12" RADIUS.
6. CONTRACTOR SHALL CONCEAL ALL CONDUCTORS.
7. CONTRACTOR SHALL CUT AND PATCH ALL HARD SURFACES AS MAY BE REQUIRED FOR INSTALLATION OF GROUNDING SYSTEM. SUPPLIER SHALL RESTORE ALL DISTURBED AREAS TO THEIR ORIGINAL CONDITION.

GROUNDING LEGEND

- GROUND WELL
- BURIED GROUND RODS
- COMPRESSION CONNECTION OR CADWELD BOND

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VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

GROUNDING PLAN

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E-3

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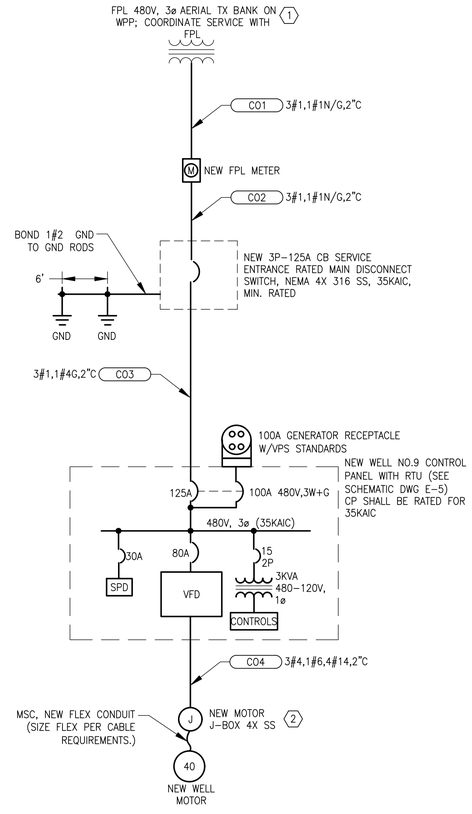


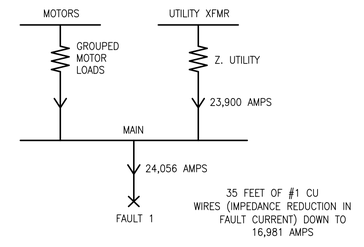
WELL NO. 9 480V 3ϕ ELECTRICAL POWER ONELINE DIAGRAM

NTS

480V 3ø LOAD CALCULATION

DESCRIPTION	AMPS
WELL PUMP (40HP) x 125%	65
CONTROLS	6
TOTAL	71
EXISTING 480V 3ø SERVICE	130A

EXISTING SERVICE VOLTAGE DROP IS LESS THAN 2%
BRANCH CIRCUITS ARE LESS THAN 3% VOLTAGE DROP



FAULT 1 = GROUPED MOTOR + UTILITY

GROUPED MOTOR LOADS = (1 @ 40HP) X 6.0

= (1 X 52A) X 6.0

= 156 AMPS

UTILITY = 23,900 AMPS

FAULT = 23,900 AMPS + 156 AMPS = 24,056 AMPS
FAULT REDUCED TO 16,981 AMPS AFTER 35 FEET OF #1 CU WIRES

FAULT CURRENT CALCULATION

SPECIFIC ELECTRICAL NOTES

1. CONTRACTOR SHALL COORDINATE W/FPL THE DEMO OF EXISTING SERVICE, AND TEMPORARY RELOCATION (BY FPL) OF NEARBY OHE LINES AND WPP. AFTER DIGGING OF NEW WELL COORDINATE W/FPL NEW SERVICE FROM NEARBY TRANSFORMER POLE.
2. STANCHION MOUNTED MOTOR JBOX, SEE DETAILS SHEET E-8

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REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755
58084

REV	DATE	REVISIONS	BY
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VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 ——— 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: APRIL 2023
Scale: AS NOTED
Design By: JRL
Drawn By: VKG
Check By: MAG

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

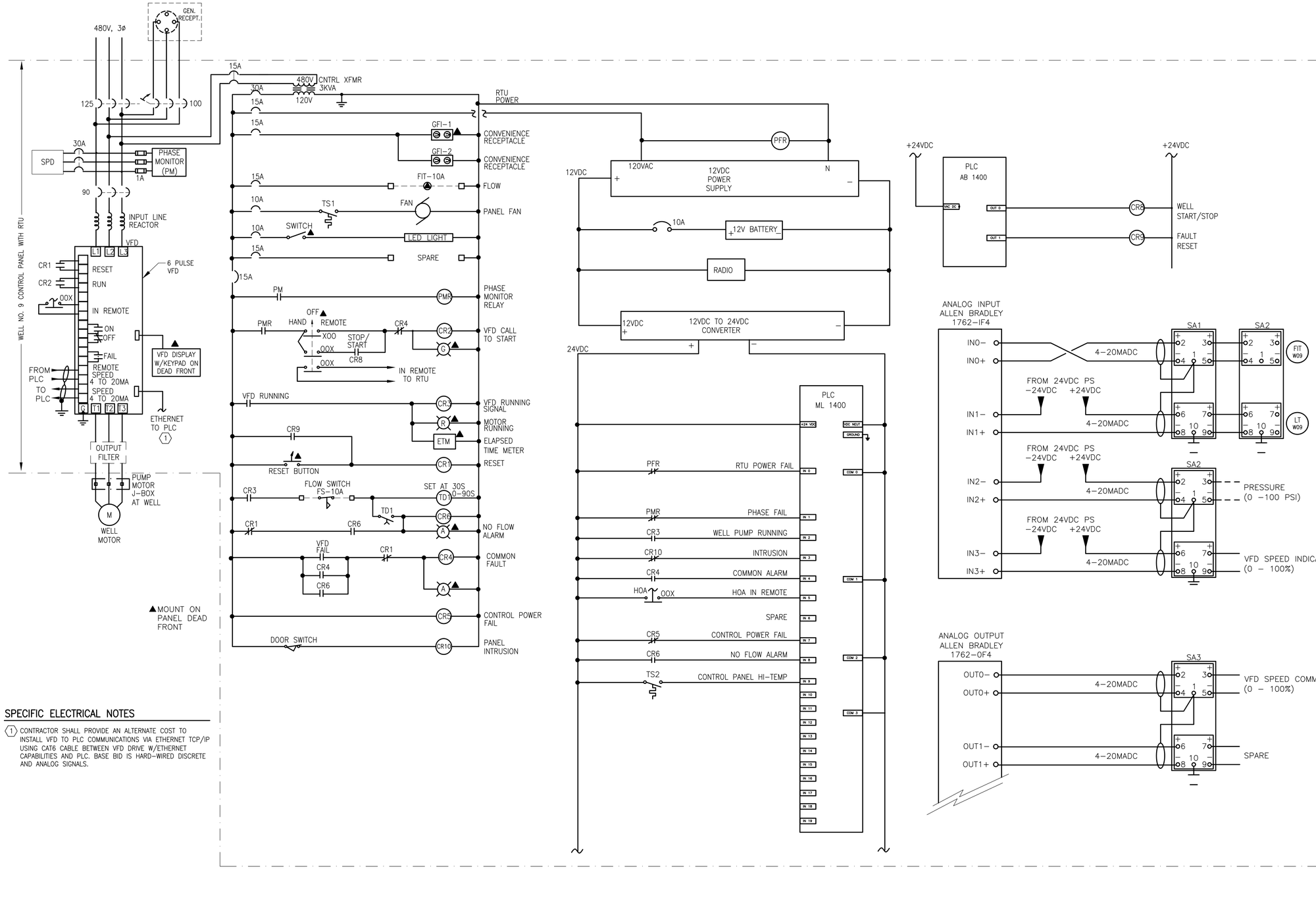
ELECTRICAL ONELINE DIAGRAM

HOLTZ CONSULTING ENGINEERS, INC.
HCE
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
Cert. No. 26960

MICHAEL A. GUIDA
License No: 60755

E-4

Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\02 - Electrical Details.dwg Layout Name: ONELINE - Plotted by: Yoon - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers



SPECIFIC ELECTRICAL NOTES

(1) CONTRACTOR SHALL PROVIDE AN ALTERNATE COST TO INSTALL VFD TO PLC COMMUNICATIONS VIA ETHERNET TCP/IP USING CAT6 CABLE BETWEEN VFD DRIVE W/ETHERNET CAPABILITIES AND PLC. BASE BID IS HARD-WIRED DISCRETE AND ANALOG SIGNALS.

C&W engineering
ELECTRICAL CONSULTANTS
6903 VISTA PARKWAY NORTH, SUITE 10
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(561) 642-5333
REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
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VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

CONTROL SCHEMATICS

HOLTZ CONSULTING ENGINEERS, INC.
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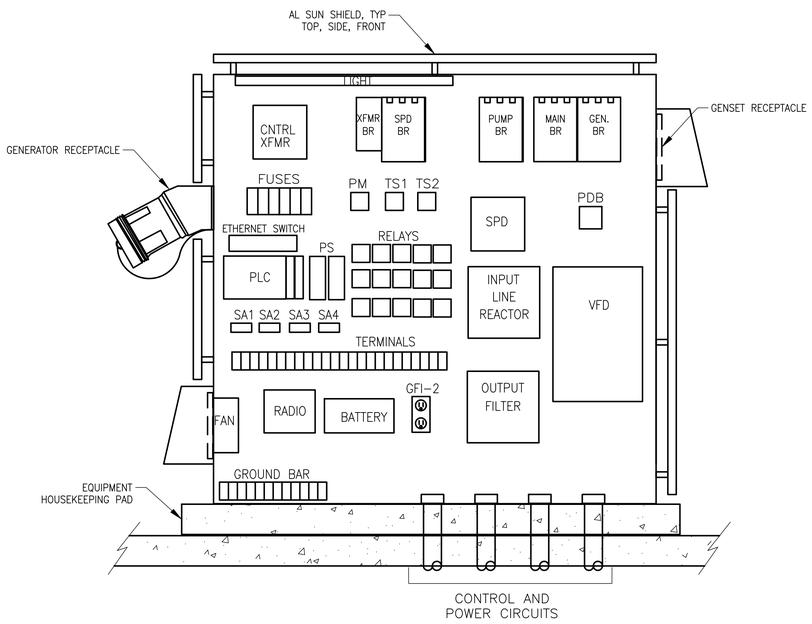
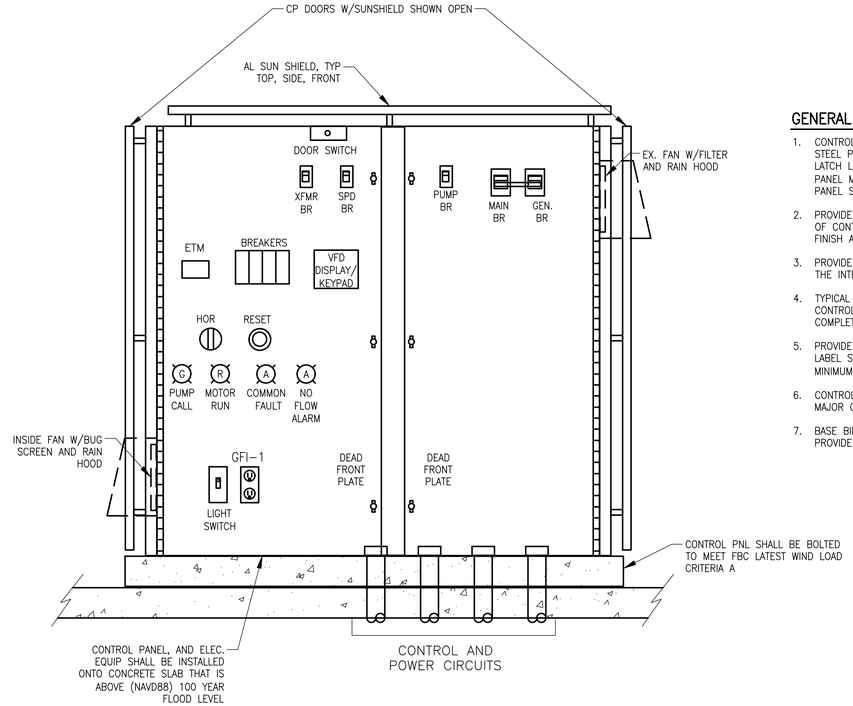
Cert. No. 26960
MICHAEL A. GUIDA
License No: 60755

E-5

Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\02 - Electrical Details.dwg Layout Name: CONTROL - Plotted by: Yoan - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers



INTERIOR LAYOUT



PANEL DEAD FRONT
LAYOUT WITH OPENED DOORS

GENERAL ELECTRICAL NOTES

1. CONTROL PANEL ENCLOSURE SHALL BE NEMA 3R, 304 STAINLESS STEEL PAINTED WHITE ENCLOSURE WITH DRIP SHIELD, 3-POINT LATCH LOCKABLE HANDLE, AND ALUMINUM SUN SHIELDS. CONTROL PANEL MAXIMUM DIMENSION SHALL BE 60"Wx70"x20"D. CONTROL PANEL SHALL HAVE APPROPRIATE UL LABEL
2. PROVIDE ALUMINUM SUN SHIELD ON TOP, FRONT, AND BOTH SIDES OF CONTROL PANEL. SUN SHIELDS TO BE PAINTED THE SAME FINISH AS CONTROL PANEL.
3. PROVIDE LAMINATED CONTROL AND POWER WIRING DIAGRAMS ON THE INTERIOR DOOR
4. TYPICAL CONTROL PANEL LAYOUT IS CONCEPTUAL ONLY AND CONTROL PANEL SUPPLIER SHALL ADJUST AS NEEDED FOR A COMPLETE AND FUNCTIONAL CONTROL PANEL
5. PROVIDE ARC FLASH WARNING LABEL ON CONTROL PANEL. THE LABEL SHALL BE LAMINATED DURABLE VINYL AND UV RESISTANT, MINIMUM SIZE 5"x3.5".
6. CONTROL PANEL MIDDLE RAIL SHALL NOT BLOCK ACCESS TO ALL MAJOR COMPONENTS WHICH NEED TO MAINTAIN.
7. BASE BID IS VFD TO PLC HARDWIRED SIGNALS. ALTERNATE BID PROVIDE ETHERNET COMM. VIA CAT6 CABLE BETWEEN PLC AND VFD.

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VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

CONTROL PANEL DETAILS

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270 SOUTH CENTRAL BLVD., SUITE 207
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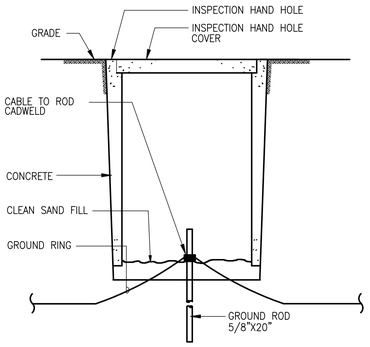
License No: 60755

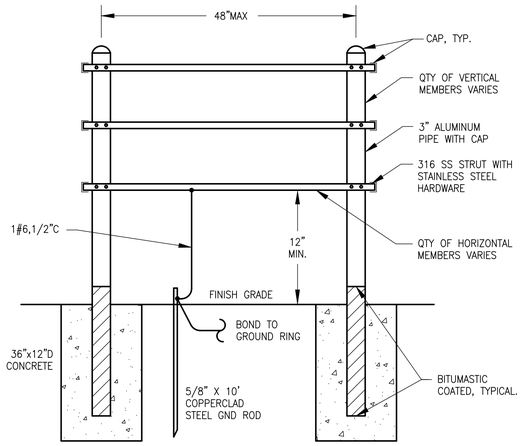
E-6

Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\02 - Electrical Details.dwg Layout Name: PANEL - Plotted by: Yoon - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers



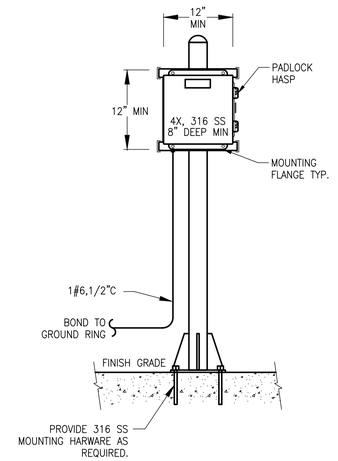
GROUND WELL DETAIL (A)

NTS



PIPE STAND, CONCRETE MOUNT (B)

NTS



STANCHION MOUNTED JBOX DETAIL (C)

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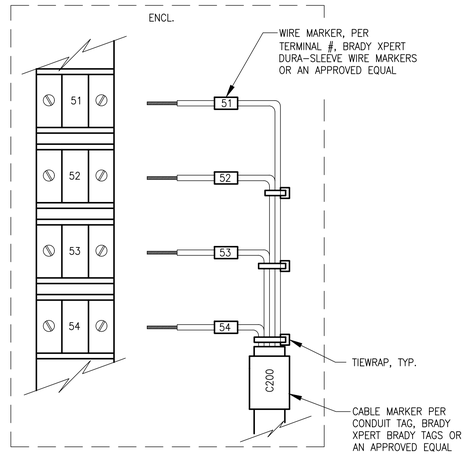

TERMINATION EXAMPLE DETAIL

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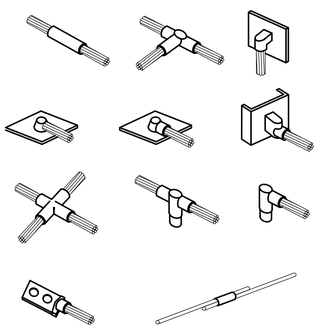

CADWELD DETAILS

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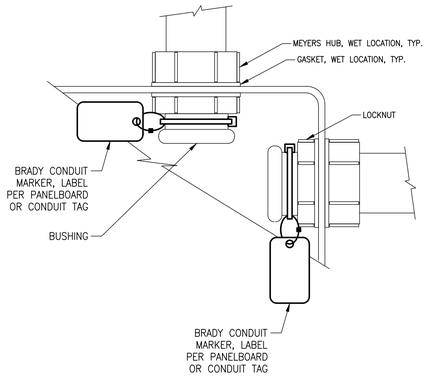

CONDUIT TERMINATION DETAIL

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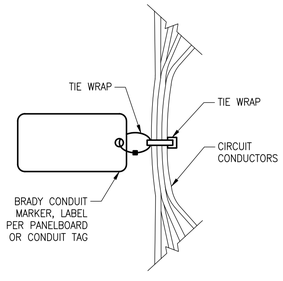

CIRCUIT MARKER DETAIL

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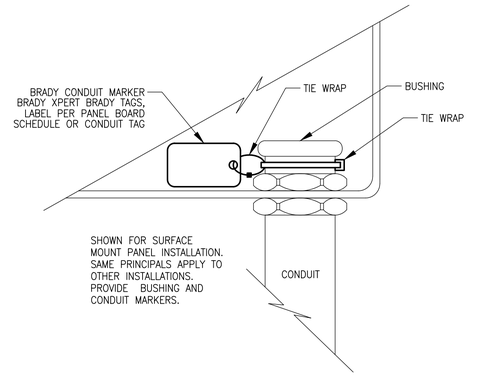

CONDUIT DETAIL

NTS

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VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

ELECTRICAL DETAILS
SHEET 1

HOLTZ CONSULTING ENGINEERS, INC.
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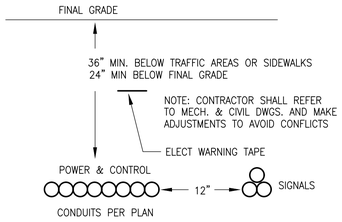
License No: 60755

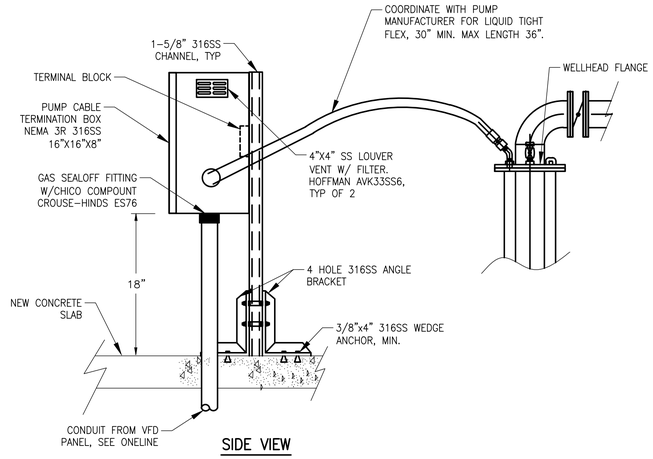
E-7

Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\02 - Electrical Details.dwg Layout Name: DET51 - Plotted by: Yoan - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers



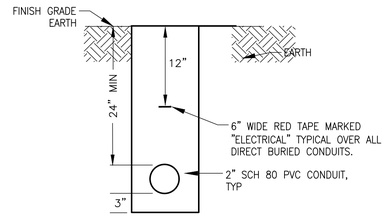
DIRECT BURIED CONDUIT

NTS



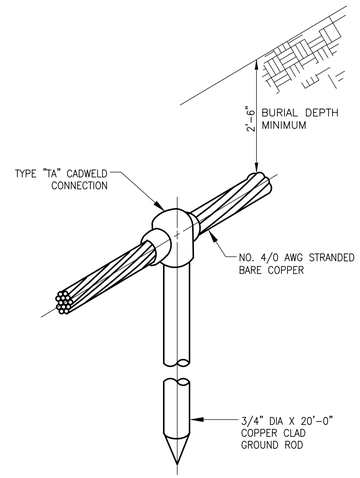
MOTOR JUNCTION BOX DETAIL

NTS



DIRECT BURIED CONDUIT INSTALLATION DETAIL

NTS



GROUND ROD DETAIL

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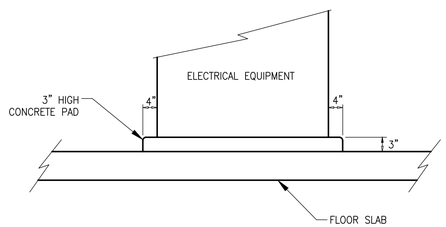
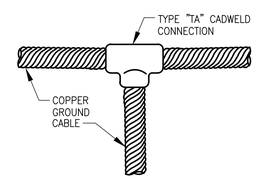


EQUIPMENT HOUSE KEEPING PAD

NTS



GROUND CABLE CONNECTION

NTS

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VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

ELECTRICAL DETAILS
SHEET 2

HOLTZ CONSULTING ENGINEERS, INC.
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E-8

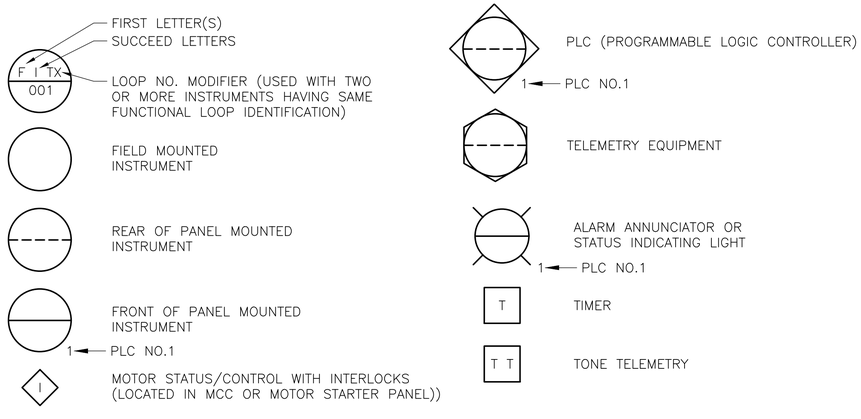
Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\02 - Electrical Details.dwg Layout Name: DET52 - Plotted by: Yoon - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers

INSTRUMENT SOCIETY OF AMERICA TABLE

LETTER	FIRST LETTER: PROCESS OR INITIATING VARIABLE	FIRST LETTER: MODIFIER	SUCCEEDING LETTERS: READOUT OR PASSIVE FUNCTION	SUCCEEDING LETTERS: OUTPUT FUNCTION	SUCCEEDING LETTERS: MODIFIER
A	ANALYSIS (*)		ALARM		USERS CHOICE (*)
B	BURNER FLAME		USERS CHOICE (*)	USERS CHOICE (*)	
C	CONDUCTIVITY			CONTROL	CLOSE
D	DENSITY (S.G.)	DIFFERENTIAL			
E	VOLTAGE		PRIMARY ELEMENT		
F	FLOW RATE	RATIO			
G	GAUGE		GLASS	GATE	
H	HAND (MANUAL)				HIGH
I	CURRENT		INDICATE		
J	POWER	SCAN			
K	TIME OR SCHEDULE			CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	MOTION				MIDDLE
N	STROKE		USERS CHOICE (*)	USERS CHOICE (*)	NORMAL
O	LOOP VEH. DETECTOR		ORIFICE		OPEN
P	PRESSURE OR VACUUM		POINT (TEST CONNECTION)		
Q	QUANTITY OR EVENT		INTEGRATE		
R	RATIO		RECORD OR PRINT		
S	SPEED OR FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE (*)		MULTIFUNCTION (*)		
V	VISCOSITY			VALVE	
W	WEIGHT OR FORCE		WELL		
X	UNCLASSIFIED (*)		UNCLASSIFIED (*)	UNCLASSIFIED (*)	UNCLASSIFIED (*)
Y	PHOTO CELL		LIGHT SOURCE	RELAY OR COMPUTE (*)	
Z	POSITION			DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT	

(*) WHEN USED, EXPLANATION IS SHOWN ADJACENT TO INSTRUMENT SYMBOL

INSTRUMENT IDENTIFICATION

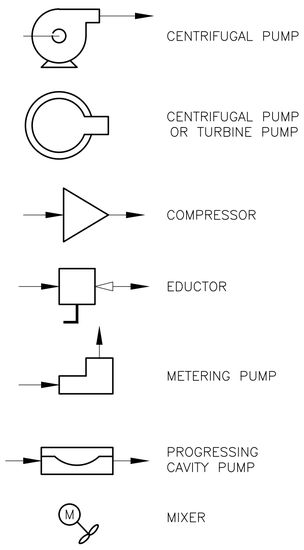


INSTRUMENT ABBREVIATION (I&C ONLY)

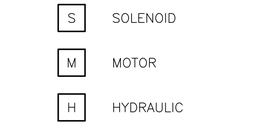
ACC	ACCELATOR
BFP	BELT FILTER PRESS
CL2	CHLORINE
CLW	CLEARWELL
COM	COMMON
COND	CONDUCTIVITY
CP	CONTROL PANEL
DI, AI	DISCRETE INPUT, ANALOG INPUT
DO, AO	DISCRETE OUTPUT, ANALOG OUTPUT
D.O.	DISSOLVED OXYGEN
DR	DISTANCE RELAY
EFFL	EFFLUENT
EP	ELECTRICAL PANEL
ES	EMERGENCY STOP
ETM	ELAPSED TIME METER
FD	CHEMICAL FEEDER
FIL	FILTER
FS	FLOW SWITCH
HLO	HIGH–LOW–OFF
HLOR	HIGH–LOW–OFF–REMOTE
HOA	HAND–OFF–AUTO
HOTC	HAND–OFF–TIMER–COMPUTER
H/L	HIGH/LOW
HSP	HIGH SERVICE PUMP
INFL	INFLUENT
JP	JOCKEY PUMP
LOS	LOCK–OUT–STOP
LPU	LINE PROTECTION UNIT
MCC	MOTOR CONTROL CENTER
MCP	MAIN CONTROL PANEL
ME	MISCELLANEOUS EQUIPMENT
M.G.	MILLION GALLON
MOV	MOTOR OPERATED VALVE
OCA	OPEN–CLOSE–AUTO
OC	OPEN–CLOSE
OO	ON–OFF
ORP	OXIDATION REDUCTION POTENTIAL
OSC	OPEN–STOP–CLOSE
OSCR	OPEN–STOP–CLOSE–REMOTE
PH	HYDROGEN ION CONCENTRATION
PRES	PRESSURE
RES	RESTORE
RF	RF (ADMITTANCE) LEVEL MONITOR
RIP	REMOTE I/O PANEL
R/L	REMOTE/LOCAL
RSP	REMOTE SETPOINT
SA	SURGE ARRESTER
SEC	SECONDARY
SL	SLAKER
SF	SONIC FLOWMETER
SP	SETPOINT
SS	START/STOP
ST	STEP
STOR	STORAGE
SUS	SUSPENDED SOLIDS
TD	THERMAL DISPERSION
TP	TRANSFER PUMP
TURB	TURBIDITY
VFD	VARIABLE FREQUENCY DRIVE

INSTRUMENTATION LEGEND

PUMPS & COMPRESSORS

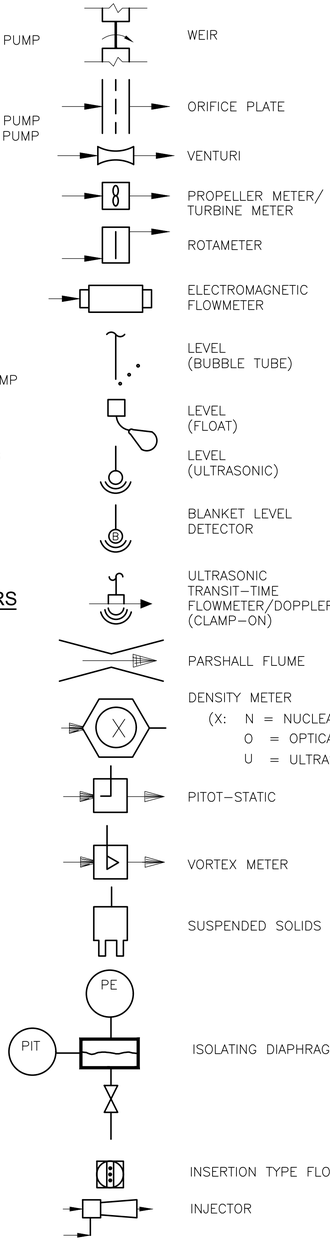


ACTUATOR OR OPERATORS

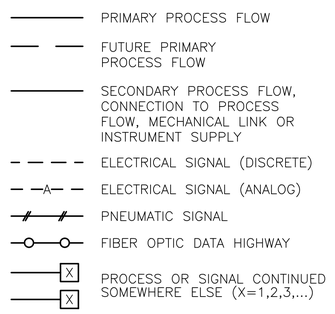


COMMUNICATION

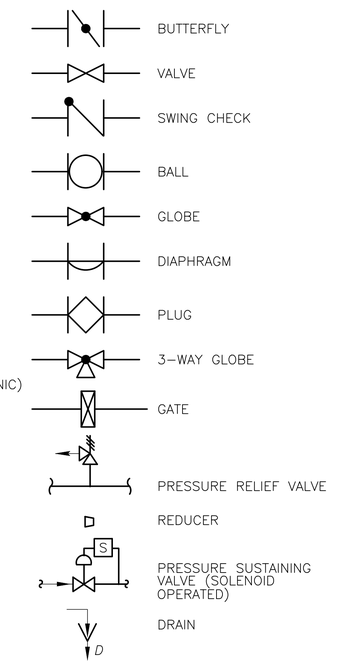
PRIMARY ELEMENTS



INSTRUMENT LINE SYMBOLS



VALVES & GATES



LEGEND

EXISTING

PROPOSED OR NEW CONSTRUCTION

C&W engineering
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INSTRUMENTATION & CONTROLS
NOTES & LEGEND

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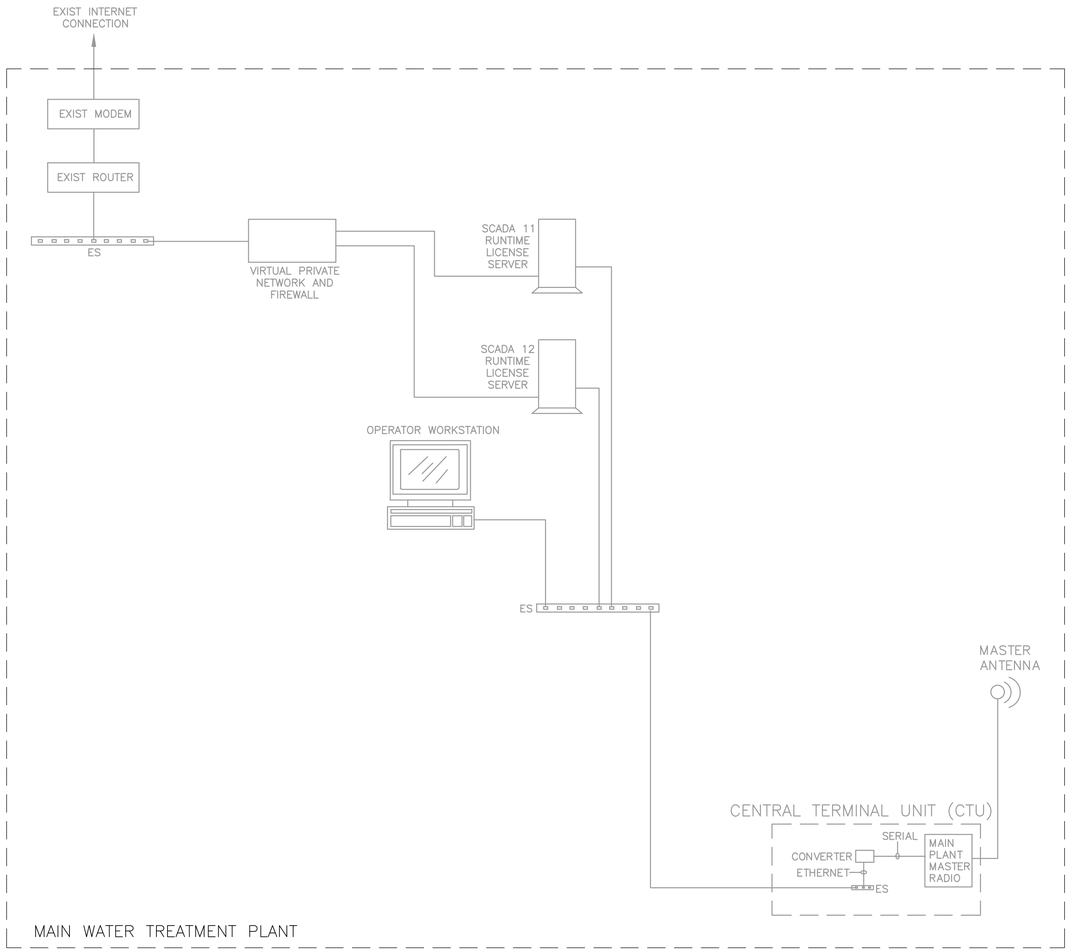

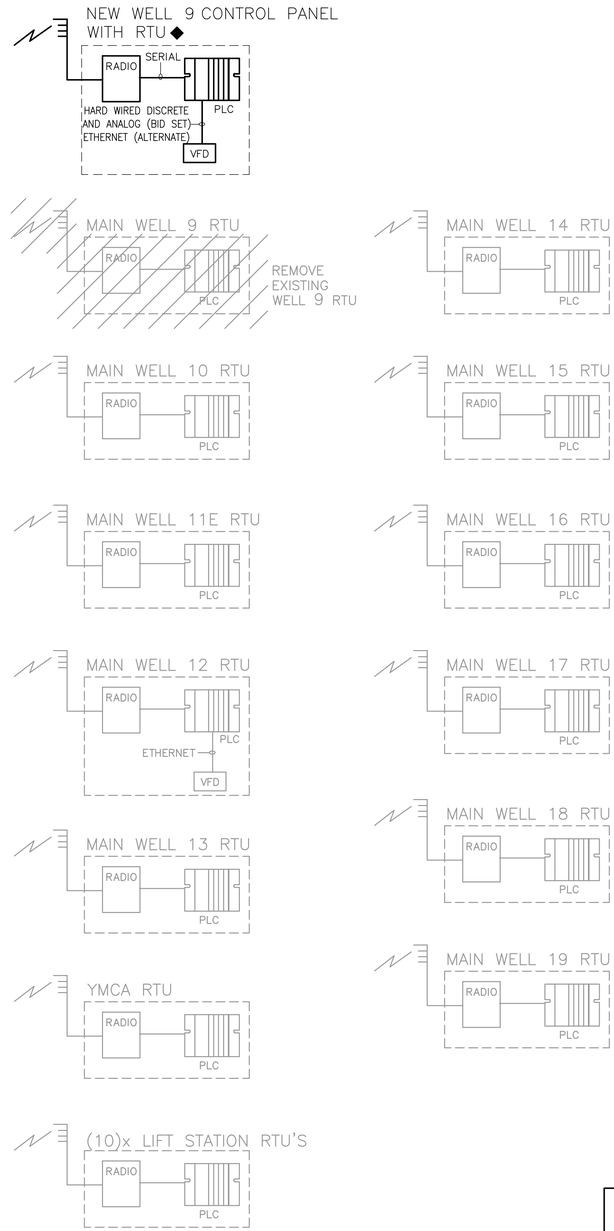

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REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755

REV	DATE	REVISIONS	BY
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VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
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ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: APRIL 2023
Scale: AS NOTED
Design By: JRL
Drawn By: VKG
Check By: MAG

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

WELLS COMMUNICATIONS BLOCK DIAGRAM

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
Cert. No. 26960

MICHAEL A. GUIDA
License No: 60755

I-2

Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\03 - Electrical I&C.dwg Layout Name: COMMUNICATIONS - Plotted by: Yoon - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers

MAIN WTP MASTER RADIO

RADIO TRANSMISSION

◆ WELL NO. 9 CONTROL PANEL WITH RTU

RADIO ◆

RTU ◆

VFD ◆

RTU POWER FAIL — QA 10D — ES 10D — LOSS OF 120V AC POWER

PANEL INTRUSION — QA 10A — ZS 10A — INTRUSION SWITCH

CONTROL POWER FAIL — QA 10E — ES 10E — LOSS OF 120V AC POWER

RUNTIME — KR 10

VFD START/STOP — HS 10A

FAULT RESET — HS 10B

VFD SPEED COMMAND — SK 10

VFD IN REMOTE — Q 10B

WELL PRESSURE — PI 10A

PHASE FAIL — QA 10G — ES 10G — PHASE MONITOR

PANEL HIGH TEMP — QA 10G — TS 10G — HIGH TEMP SWITCH

WELL LEVEL — LI 10A

VFD RUNNING — Q 10A

VFD AUTO/MANUAL SELECTION — HS 10B

VFD SPEED INDICATION — SI 10

COMMON FAULT — QA 10D

NO FLOW ALARM — QA 10J

WELL FLOW — FI 10A

VFD ETHERNET IP COMM. MODULE

VFD KEYPAD INTERFACE MODULE

2TSP,1#14,3/4"C LTW9

SEE POWER ONELINE

2TSP,1#14,3/4"C PITW9

3#14,3/4"C FSW9

2TSP,1#14,3/4"C FITW9
120V,3#12,3/4"C FITW9P

SUNSHIELD TYP.

*** PI W09

PIT W09

FS W09 FLOW SWITCH

FIT W09

FE W09

RAW WATER TO PLANT

J

NEW WELL PUMP

LT W09

I/O LISTS FOR WELL NO. 9

UNDER BASE BID PROVIDE 17#14 IN 3/4"C FOR DISCRETE SIGNALS AND 2TSP IN 3/4"C FOR ANALOG SIGNALS BETWEEN VFD AND PLC. PROVIDE ALTERNATE BID FOR ETHERNET COMMUNICATIONS BETWEEN VFD AND PLC I/O.

RTU POWER FAIL	DIGITAL INPUT I/0
PHASE FAIL	DIGITAL INPUT I/1
WELL PUMP RUNNING	DIGITAL INPUT I/2
INTRUSION	DIGITAL INPUT I/3
COMMON ALARM	DIGITAL INPUT I/4
HOA IN REMOTE	DIGITAL INPUT I/5
SPARE	DIGITAL INPUT I/6
CONTROL POWER FAIL	DIGITAL INPUT I/7
NO FLOW ALARM	DIGITAL INPUT I/8
CONTROL PANEL HI-TEMP	DIGITAL INPUT I/9
WELL PUMP START/STOP	DIGITAL OUTPUT O/0
FAULT RESET	DIGITAL OUTPUT O/1
FLOW	ANALOG INPUT IN0
LEVEL	ANALOG INPUT IN1
PRESSURE	ANALOG INPUT IN2
VFD SPEED INDICATION	ANALOG INPUT IN3
VFD SPEED COMMAND	ANALOG OUTPUT CH0

WELL NO. 9 P&ID

NTS

C&W engineering
ELECTRICAL CONSULTANTS
6903 VISTA PARKWAY NORTH, SUITE 10
WEST PALM BEACH, FL. 33411
(561) 642-5333
REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755
58084

REV	DATE	REVISIONS	BY
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VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
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ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: APRIL 2023
Scale: AS NOTED
Design By: JRL
Drawn By: VKG
Check By: MAG

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

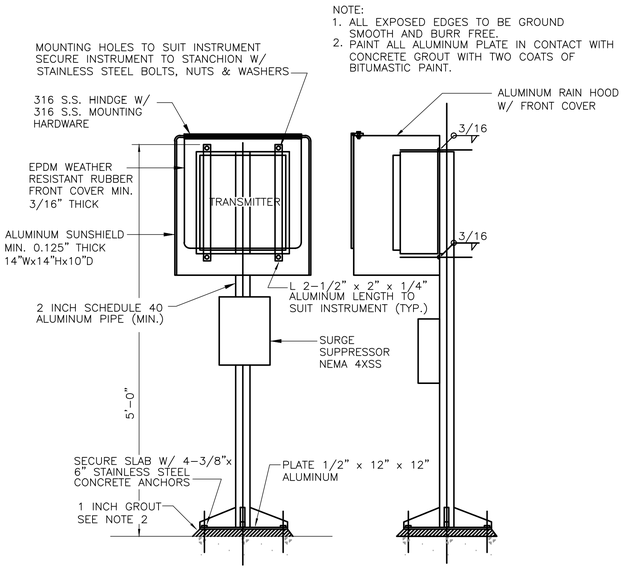
WELL P & ID

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
Cert. No. 26960

MICHAEL A. GUIDA
License No: 60755

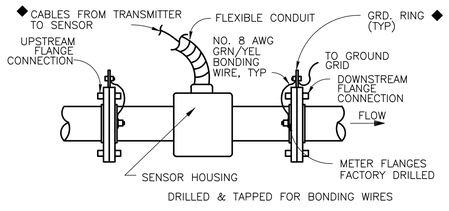
I-3

Drawing Name: \\10.1.10.28\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\03 - Electrical I&C.dwg Layout Name: P&ID - Plotted by: Yoon - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers



FLOW TRANSMITTER STAND INSTALLATION DETAIL A

NTS

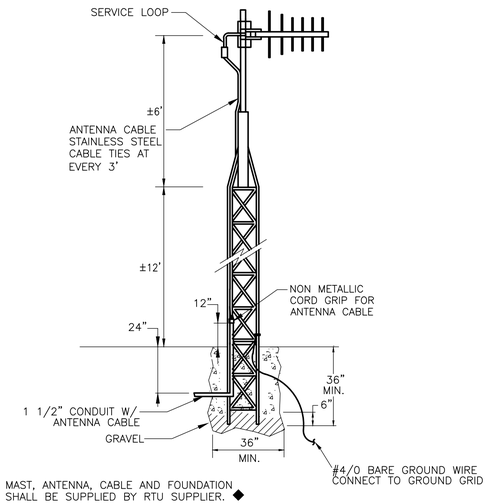


NOTES:

1. COMPONENTS DESIGNATED BY ◆ ARE SUPPLIED BY INSTRUMENT MANUFACTURER.
2. IF PIPE IS NON-CONDUCTIVE BOND MAGMETER TO ONE OF THE FOLLOWING ACCEPTABLE GROUNDS:
   A) METALLIC WATER PIPE IF BURIED PORTION IS MORE THAN 10'.
   B) STRUCTURAL STEEL.

MAGNETIC FLOWMETER SENSOR INSTALLATION DETAIL B

NTS



MAST, ANTENNA, CABLE AND FOUNDATION SHALL BE SUPPLIED BY RTU SUPPLIER. ◆

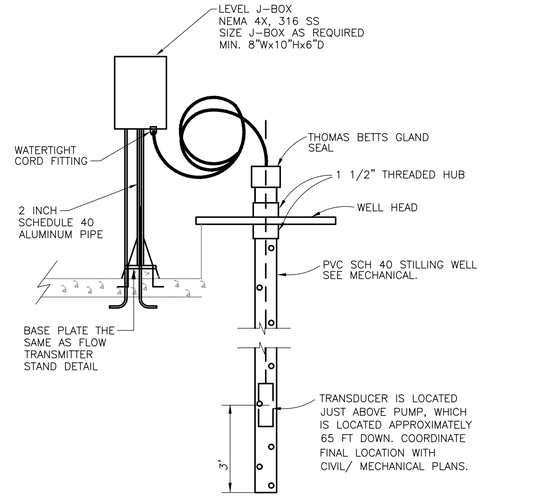
NOTES:

1. GRAVEL SHOULD EXTEND 6" BELOW BOTTOM OF TOWER BASE.
2. COAX CONNECTORS SHOULD BE WRAPPED IN ALPHA HEAT SHRINK FIT-321-1INCH.
3. A SERVICE LOOP SHOULD BE LEFT IN THE COAX CABLE AT THE TOP OF THE TOWER SECTION TO ALLOW FOR ANTENNA ROTATION.
4. ANTENNA HEIGHT SHALL BE DETERMINED BY THE RADIO SURVEY. FINAL CONCRETE BASE SIZE TO BE ADJUSTED AS REQUIRED BY FINAL ANTENNA HEIGHT (MIN. 18 FEET). IN ANY TANK OR FIXED STRUCTURE IS LOCATED BETWEEN THE RADIO COMMUNICATION PATH, THE ANTENNA HEIGHT SHALL BE HIGHER THAN THOSE OBSTRUCTIONS.
5. MAST & METAL STRUCTURE SHALL BE GROUNDED IN ACCORDANCE WITH N.E.C. SECTION 810-21.
6. RTU ANTENNA TOWER INSTALLATION SHALL MEET FLORIDA BUILDING CODE WIND LOADING REQUIREMENT WITH APPROPRIATE WIND GUST FACTOR FOR THE LOCATION OF INSTALLATION. THE CONTRACTOR SHALL INCLUDE THE SHOP DRAWING SUBMITTAL, A WIND LOADING CALCULATION SIGNED AND SEALED BE A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA SHOWING THAT THE PROPOSED TOWER AND INSTALLATIONS WILL MEET THE GIVEN WIND LOADING REQUIREMENT. FOR 150MPH MINIMUM.
7. ANTENNA CABLE SHALL BE SUPPORTED WITH STAINLESS STEEL CABLE CLAMP MANUFACTURED BE COMMSCOPE BUTTERFLY HANGER MODEL: 43211A.
8. CONFIRM ALL EQUIPMENTS W/VPS STANDARDS BEFORE SUBMITTING SHOP DRAWINGS.

RADIO ANTENNA MOUNTING DETAIL C

NTS

NOTE:
1. ALL EXPOSED EDGES TO BE GROUND SMOOTH AND BURR FREE.
2. PAINT ALL ALUMINUM PLATE IN CONTACT WITH CONCRETE GROUT WITH TWO COATS OF BITUMASTIC PAINT.

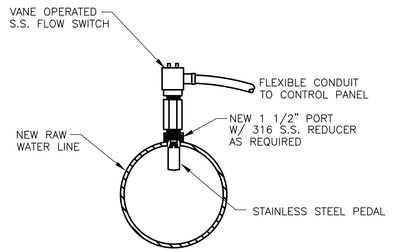


WELL LEVEL TRANSMITTER MOUNTING DETAIL D

NTS

NOTES:

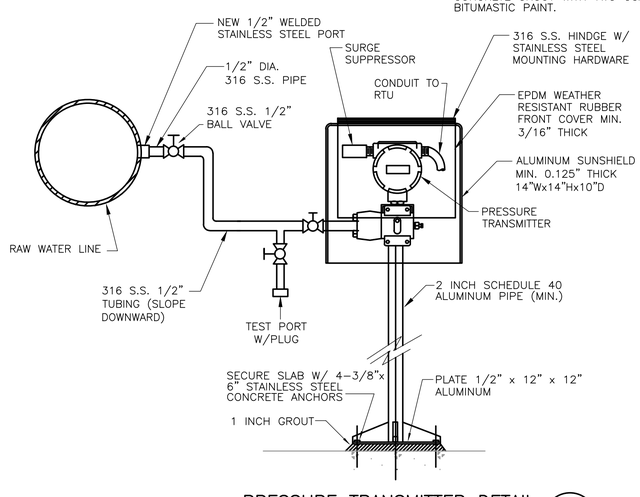
1. INSTALL FLOW SWITCH PER MANUFACTURER RECOMMENDATION. ADJUST THE PORT SIZE AS REQUIRED.
2. THE ARROW ON THE SIDE OF THE FLOW SWITCH MUST POINT TO THE DIRECTION OF FLOW.



FLOW SWITCH INTALLATION DETAIL E

NTS

NOTE:
1. ALL EXPOSED EDGES TO BE GROUND SMOOTH AND BURR FREE.
2. PAINT ALL ALUMINUM PLATE IN CONTACT WITH CONCRETE GROUT WITH TWO COATS OF BITUMASTIC PAINT.



PRESSURE TRANSMITTER DETAIL F

NTS

C&W engineering
ELECTRICAL CONSULTANTS
6903 VISTA PARKWAY NORTH, SUITE 10
WEST PALM BEACH, FL. 33411
(561) 642-5333
REGISTRATION NUMBERS
C & W ENGINEERING INC. CA# 33315
MICHAEL A. GUIDA, P.E. 60755
58084

REV	DATE	REVISIONS	BY
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VERIFY SCALE
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ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: APRIL 2023
Scale: AS NOTED
Design By: JRL
Drawn By: VKG
Check By: MAG

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

INSTRUMENTATION DETAILS

HOLTZ CONSULTING ENGINEERS, INC.
HCE
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
Cert. No. 26960

MICHAEL A. GUIDA
License No: 60755

I-4

Drawing Name: \\10.1.10.26\CW Dropbox\JOBS\58-Holtz Consulting former (ML)\58084-W9 VPS WELL 9 REHAB\DRAWINGS\03 - Electrical I&C.dwg Layout Name: I-DETS - Plotted by: Yoon - Date: 4/10/2023 - 1:44 PM - Holtz Consulting Engineers

HOLTZ CONSULTING ENGINEERS, INC

January 24, 2024

Mr. Walter Sanchez
Project Manager
Village of Palm Springs
360 Davis Road
Palm Springs, FL 33461

Subject: **Bid No. 2024B-003 – Reconstruction of Surficial Aquifer Well No. 9**
Recommendation to Award

Dear Mr. Sanchez,

On January 23rd, 2024, at 2:00 p.m., bids were received for the referenced project. There was (1) bid accepted for the project as follows:

Bidder	Bid Amount	Acknowledged Addenda?	Included Bid Security?	Bid Submission Checklist Completed?
Florida Design Drilling, LLC	$1,341,275.00	Y	Y	Y

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids are responsive to the bid submittal requirements.

Florida Design Drilling, LLC was the sole bidder with a Total Bid Amount of $1,341,275.00. Their bid was reviewed and included the required bid bond in the amount of five percent of their bid from an acceptable surety company according to the US Department of Treasury. They acknowledged receipt of the addenda in the bid form. The other forms and information required to be submitted with their bid appear to be in order. We therefore consider the bid submitted by Florida Design Drilling, LLC to be responsive.

Florida Design Drilling, LLC has successfully completed numerous well / utility construction projects in South Florida, including similar projects for local utilities. References indicated that they completed their projects generally on time, within budget and in conformance with the contract documents. Florida Design Drilling, LLC is a corporation in good standing with the Florida Department of State Division of Corporations. We therefore consider Florida Design Drilling, LLC to be a responsible bidder.

Based on the above information, Holtz Consulting Engineers, Inc. considers Florida Design Drilling, LLC to be the low responsive and responsible bidder and recommends that they be awarded the contract for the Reconstruction of Surficial Aquifer Well No. 9 Project in the Total Bid Amount of $1,341,275.00.

Sincerely,

Harrison Barron

Harrison Barron, P.E.
HOLTZ CONSULTING ENGINEERS, INC.

270 South Central Boulevard, Suite 207 • Jupiter, Florida 33458
Office: 561.575.2005 • Fax: 561.575.2009

Reconstruction of Surficial Aquifer Well No. 9
Addendum No. 1
January 8, 2024

BIDS DUE: 2:00 PM, Local Time, 1/23/2024

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 **Reconstruction of Surficial Aquifer Well No. 9** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Well No. 9 Site Plan Sheet C-1:

   Delete:
   Entire Plan Sheet C-1

   Replace with:
   Entire Plan Sheet C-1 as revised per Revision No. 1 on 1/5/2024 and as included herein.

Addendum No. 1

IN THE SPECIFICATIONS

1. Bidding and Contracting Requirements, Section 00410 (Bid Form), Article 6 – Time of Completion, Part 6.01

   Delete:

   Part 6.01 in its entirety

   Replace with:

   6.01 Bidder agrees that the Work will be substantially complete within **360** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **390** calendar days after the date when the Contract Times commence to run.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2024.

_____ _____

Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 Well No. 9 Site Plan – Sheet C-1 – Addendum No. 1

ATTACHMENT 3 Section 00410 – Bid Form – Addendum No. 1

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: *The agreement has a contract time of 360/390 while article 6 of the Bid Form has a contract time of 300/330. Please clarify.*

Response 1: **Please refer to Attachment 3 and Item No. 1 in "In the Specifications" above.**

Question 2: *Which pay item includes the concrete slab?*

Response 2: **Please refer to Section 01200.3.02.AA Pay Item No. 29.**

Question 3: *Please show line stop location on Sheet C-1.*

Response 3: **Please refer to attached revised Sheet C-1.**

Question 4: *How many LF of existing RWM will need to be disinfected and cleared after the line stop is removed?*

Response 4: **Please refer to attached revised Sheet C-1.**

Question 5: *Please show sample points (if needed) on plans for clearance of existing RWM.*

Response 5: **Please refer to attached revised Sheet C-1.**

Question 6: *What is the estimated cost of construction?*

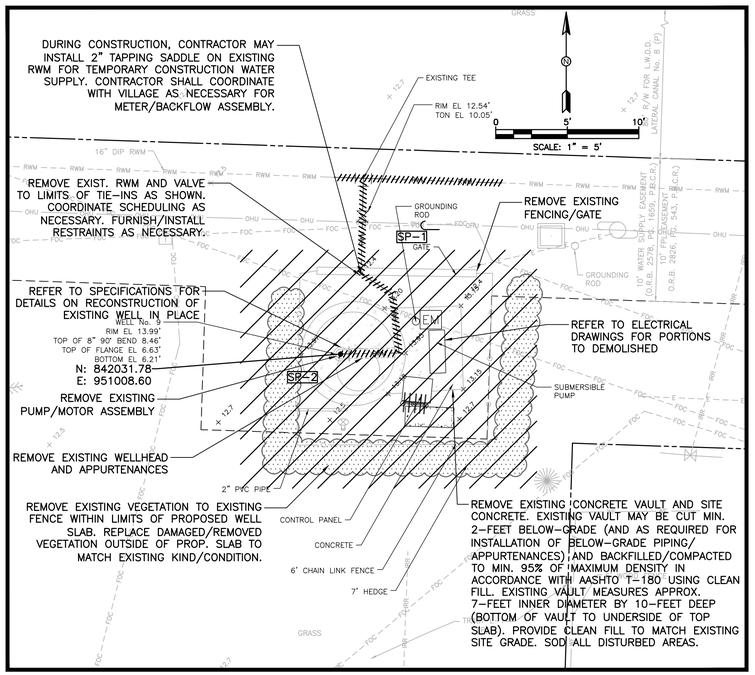
Response 6: **The Engineer's Opinion of Probable Construction Cost is $1,782,287.86**

Question 7: *After looking at what the City is providing for this job it appears that they are providing the Main Breaker for the Service Disconnect but on the Bill of Material from Peninsular Electric they don't have the Stainless Steel Disconnect Enclosure that the Main Breaker fits into.*
Please have them clarify that this Main Breaker Enclosure will be provided for along with the Main Breaker for this job.

Response 7: **The Main Breaker and Stainless Steel Disconnect Enclosure shall be provided as one assembly, inclusive of the enclosure.**

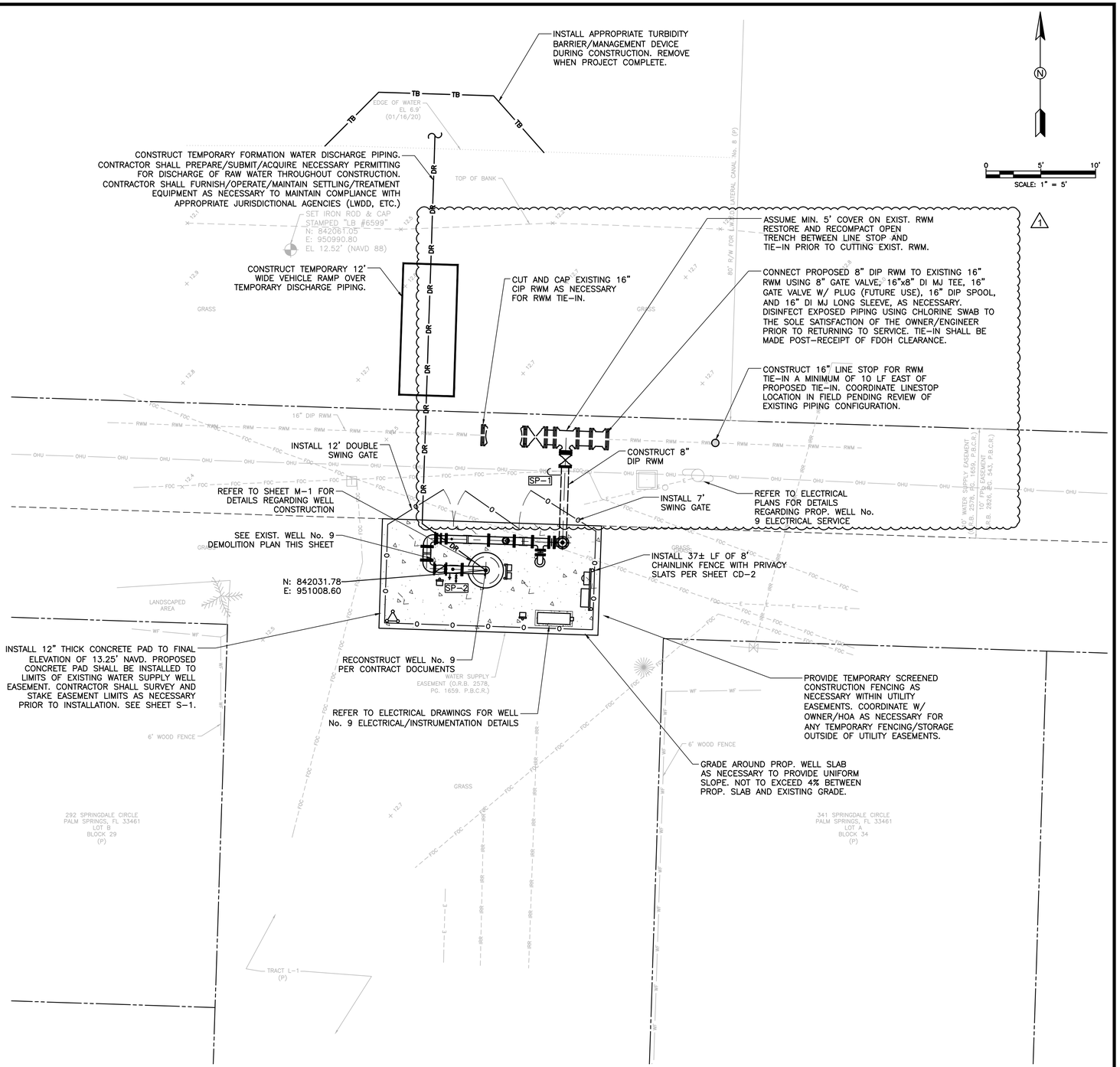
ATTACHMENT 2

WELL NO. 9 SITE PLAN – SHEET C-1 – ADDENDUM NO. 1



EXISTING WELL No. 9 DEMOLITION PLAN

EXISTING WELL No. 9 SITE PHOTO



NOTES:

1. CONTRACTOR SHALL RE-SOD ALL DISTURBED AREAS AND SHALL RESTORE PROJECT SITE, LAYDOWN/STORAGE AREAS, AND ACCESS ROAD TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
2. CONTRACTOR SHALL COORDINATE ALL SHUT DOWNS AND TIE-INS TO VILLAGE OF PALM SPRINGS (VPS) FACILITIES A MINIMUM OF 48 HOURS IN ADVANCE (EXCLUDING WEEKENDS OR VPS HOLIDAYS).
3. REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF PANELS, DISCONNECTS, INSTRUMENTATION, CONDUIT AND WIRING.
4. THE WELL, WELL HEAD, AND BELOW-GRADE PIPING SHALL BE DISINFECTED IN ACCORDANCE WITH SECTION 04200.
5. WELL No. 9 IS LOCATED IN ZONE X ACCORDING TO THE FEMA FIRM COMMUNITY PANEL 12099C0588F. THEREFORE, THE AREA IS ABOVE THE 100-YEAR FLOOD PLAIN.
6. CONTRACTOR MAY USE AREA ADJACENT TO WELL No. 11 FOR LAY-DOWN, STORAGE AND STAGING. SITE WILL REQUIRE TEMPORARY SECURITY FENCING TO SECURE ALL LAYDOWN EQUIPMENT. COORDINATE WITH VPS STAFF.
7. DEVELOPMENT WATER SHALL BE DISCHARGED USING TEMPORARY DISCHARGE PIPING AS SHOWN. TURBIDITY BARRIERS SHALL BE USED. SEE SECTION 05000 FOR ADDITIONAL REQUIREMENTS.
8. CONTRACTOR SHALL COMPLY WITH THE WELLHEAD PROTECTION ORDINANCES. FUEL, CHEMICALS, AND OTHER HAZARDOUS MATERIALS SHALL BE PROPERLY CONTAINED. INFORM VPS IMMEDIATELY OF ANY SPILLS. SPILLS ARE TO BE CLEANED AT CONTRACTOR'S EXPENSE.
9. RESTORE AREA AFFECTED BY CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
10. CONTRACTOR SHALL CONTACT VPS FOR OPERATION OF ALL VALVES.
11. ALL VALVES AND FITTINGS SHALL INCLUDE 316SS INTERIOR/EXTERIOR HARDWARE.
12. CONTRACTOR SHALL MAINTAIN LWDD STAFF ACCESS THROUGH LWDD ROW THROUGHOUT CONSTRUCTION

REV	DATE	REVISIONS	BY
1	01/05/24	REVISED PER ADDENDUM No. 1	HB

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 6/1/22
Scale: AS NOTED
Design By: HB
Drawn By: RR
Check By: SF

VILLAGE OF PALM SPRINGS
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9

WELL NO. 9 SITE PLAN

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
Cert. No. 26960

STEPHEN R. FOWLER, P.E.
License No: 69039

C-1

Drawing Name: F:\PROJECTS\Palm Springs\WA _5 - Well No. 9 Replacement Project\2 - Design\Drawings\SITE_PLAN.dwg Layout Name: C-1 - Plotted by: Russell Ryan - Date: 1/5/2024 - 8:05 AM - Holtz Consulting Engineers

ATTACHMENT 3

SECTION 00410 – BID FORM – ADDENDUM NO. 1

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	**Addendum, Date**

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

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

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

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Village of Palm Springs – Reconstruction of Surficial Aquifer Well No. 9 – Bid Form

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	GENERAL CONDITIONS, BONDS, AND INDEMNIFICATION	1	LS		
2	MOBILIZATION/DEMOBILIZATION	1	LS		
3	PERFORM PRELIMINARY WELL VIDEO LOGGING (STATIC, DYNAMIC) WITH CAPACITY TESTING	1	LS		
4	DRILL NOMINAL 6-INCH DIAMETER PILOT HOLE TO 200 FEET	1	LS		
5	PULL EXISTING PUMP, MOTOR, WELLHEAD, APPURTENANCES	1	LS		
6	REMOVE SURFACE CASING, OUTER CASING, INNER CASING, AND SCREEN USING OVERDRILL METHOD; BACKFILL BOREHOLE WITH GRAVEL	1	LS		
7	FURNISH, INSTALL, AND GROUT 30-INCH DIAMETER STEEL SURFACE CASING TO 40 FT	40	FT		
8	DRILL A NOMINAL 28-INCH DIAMETER BOREHOLE USING MUD ROTARY METHOD	60	FT		
9	PERFORM GEOPHYSICAL LOGGING FOR CASING INSTALLATIONS	2	EA		
10	FURNISH AND INSTALL 24-INCH DIAMETER SCH. 40 PVC CASING	100	FT		
11	CEMENT GROUT 24-INCH DIAMETER SCH. 40 PVC CASING IN PLACE	320	94 LB SKS		
12	DRILL A NOMINAL 22-INCH DIAMETER BOREHOLE USING REVERSE AIR METHOD	80	FT		
13	FURNISH AND INSTALL 16-INCH DIAMETER 316 STAINLESS STEEL WELL SCREEN	80	FT		
14	FURNISH AND INSTALL 16-INCH DIAMETER SDR-17 JOHNSON WELL RISER CASING	100	FT		
15	FURNISH AND INSTALL WELL GRAVEL PACK	650	CF		
16	PERFORM AIRLIFT WELL DEVELOPMENT	50	HR		
17	OPTIONAL: WELL ACIDIZATION MOBILIZATION	1	LS		
18	OPTIONAL: WELL ACIDIZATION TREATMENT W/ 32% HCl	1,800	GAL		

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
19	PERFORM JETTING WITH SIMULTANEOUS AIRLIFT WELL DEVELOPMENT AND CLEANOUT OF BOREHOLE	50	HR		
20	PERFORM PUMP DEVELOPMENT	80	HR		
21	CONDUCT STEP-RATE PUMP TEST	6	HR		
22	CONDUCT CONSTANT-RATE PUMP TEST	4	HR		
23	COMPLETE WELL VIDEO LOGGING	2	EA		
24	WELL DISINFECTION AND SAMPLING	1	LS		
25	WATER QUALITY SAMPLING	1	LS		
26	FORMATION WATER DISPOSAL SYSTEM	1	LS		
27	FURNISH AND INSTALL WELLHEAD AND RAW WATER MAIN	1	LS		
28	FURNISH AND INSTALL WELL PUMP, MOTOR, AND PIPING	1	LS		
29	SITEWORK (INCLUDING PERIMETER FENCING AND RESTORATION)	1	LS		
30	FURNISH & INSTALL 16" LINE STOP	1	EA		
31	ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)	1	LS		
32	ALTERNATE BID ITEM - ELECTRICAL WORK (INCLUDING INSTRUMENTATION AND CONTROL PANELS)	1	LS		
33	OWNER'S ALLOWANCE	1	CI	$50,000	$50,000

Total of All Unit Price Bid Item Nos. 1 thru 31 and Bid Item No. 33 (Excluding Alternate Bid Item No. 32)	$

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

BIDDER shall note that this project includes an alternate bid item, Item No. 32 for which BIDDER shall provide a lump sum price to perform work described in the Technical Specifications if OWNER elects to proceed with construction/work as described therein. Identification of the Low Bidder shall be based upon the sum total of Bid Item Nos. 1 through 31 and Bid Item No. 33, excluding Bid Item No. 32. If OWNER elects to proceed with construction/work as defined under Bid Item no. 32, Bid Item No. 31 shall not be required and shall be removed from the Contract via formal change order. See *Section 01200 – Measurement and Payment* of the Technical Specifications for additional details.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **360** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **390** calendar days after the date when the Contract Times commence to run.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

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

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

Reconstruction of Surficial Aquifer Well No. 9
Addendum No. 2
January 19, 2024

BIDS DUE: 2:00 PM, Local Time, 1/23/2024

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **Reconstruction of Surficial Aquifer Well No. 9** project, fully and completely as if the same were fully set forth herein.

IN THE BID DOCUMENTS

1. Advertisement for Bid:

   Delete:
   Original Bid Opening Teams Registration Link

   Replace with:
   Updated Link (See attached updated bid advertisement)

2. Supplementary Conditions:

   Delete:
   Entire Section SC-7.02.B.

Replace with:

SC-7.02.B. **Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:**

New Year's Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)"

Receipt acknowledged and conditions agreed to the _____ day of _____, 2024.

_____ _____

Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 UPDATE BID ADVERTISEMENT

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: *Please provide an electrical demolition drawing.*

Response 1: **Please refer to Technical Specification Sections 16000 and 16001 for details regarding electrical demolition. Please note Item 16001.1.01.F.**

Question 2: *Do we need to mail in an original copy of the bid bond or will upload of the bid bond to DemandStar suffice?*

Response 2: **We accept uploaded copies of bid bonds for bid work. The bidder will need to be ready to provide originals upon request.**

Question 3: *According to "Appendix F" in the bid documents the I & C material is specified as owner furnished. Is the intent for the village to provide the entire I & C scope for this project? Please advise.*

Response 3: **Please refer to Section 01200 and Appendix F. Materials listed therein shall be furnished to CONTRACTOR by OWNER at no cost to CONTRACTOR. CONTRATOR shall be responsible for proper storage/maintenance once CONTRACTOR has taken receipt of furnished materials through completion of the project. CONTRACTOR shall be responsible for furnishing additional materials/components/parts as necessary for fully operational systems / components as detailed in the Contract Plans and Specifications.**

Question 4: *Can the production interval of the well be drilled using the mud rotary method in lieu of the reverse air method?*

Response 4: **Drilling of the production interval is to be performed using the reverse air method. If it is determined that reverse air is not possible during drilling, the drilling contractor may utilize the reverse mud method with prior ENIGNEER approval. If the reverse mud method is not possible, the straight mud method may be used with prior ENGINEER approval.**

Question 4: *Wanted to know if there was any need for coatings or linings in your reconstruction project? As of now I am not seeing any specified unless I am missing something in the scope of work?*

Response 4: **Coating of above grade piping shall be as specified in Section 02668.2.01.A.6.**

ATTACHMENT 2

UPDATED BID ADVERTISEMENT

VILLAGE OF PALM SPRINGS
PALM SPRINGS, FL
ITB NO. 2024B - 003
RECONSTRUCTION OF SURFICIAL AQUIFER WELL NO. 9
ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Reconstruction of Surficial Aquifer Well No. 9 will be received, by the Village of Palm Springs, electronically via DemandStar until 2:00 PM local time on January 23, 2024. At 2:30 PM all Bids received will be publicly opened and read**. The Project consists of reconstructing one (1) existing production well, Well No. 9, including drilling, setting of casings and/or well screen, grouting, testing, well logging, video logging, acidization (optional), pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection, fencing, clearing and restoration of well site, new pump and motor including column pipe and appurtenances, well head piping and appurtenances, flow meter, raw water main piping / tie-in, electrical and controls, site work and restoration, as described herein and as shown on the drawings. The project also consists of furnishing all labor, equipment, and materials necessary for testing / pressure grouting of existing sanitary sewer service piping including applicable site work and restoration, as described herein and as shown on the drawings.

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from Holtz Consulting Engineers, Inc. on Mondays through Fridays between the hours of 8:00 AM and 5:00 PM. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non- refundable charge of $ 40.00 , including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Holtz Consulting Engineers, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ 80.00 per set, payable to "Holtz Consulting Engineers, Inc.".

Bidders must submit their responses electronically via DemandStar – http://www.demandstar.com. Bids must be submitted before the deadline on January 23, 2024, at 2:00 PM local time.

A virtual pre-bid conference will be held at **10:00 AM** local time on **January 3, 2024,** via Microsoft Teams**.** Attendance at the pre-bid conference is **not** mandatory.

Non-Mandatory Pre-Bid Conference January 3, 2024, at 10:00 AM

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

- **Registration:** https://events.gcc.teams.microsoft.com/event/be5309e8-c97e-4be5- b58c-23c6f8d009c5@20801dc8-57d4-4c4b-b981-92be4d50e21c
- **Meeting ID:** 222 134 809 979
  Passcode: 6w2UWF

Bid Opening – January 23, 2024, at 2:30 PM

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

- Registration: https://events.gcc.teams.microsoft.com/event/2a82ebfc-6f6c-4719-8632-4950d931476b@20801dc8-57d4-4c4b-b981-92be4d50e21c

- **Meeting ID:** 213 000 858 246
  Passcode: q3KBYU

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Procurement Specialist at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 12, 2024, at 5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**

Date: **December 21, 2023**

Publication: **Palm Beach Post, DemandStar, and Village of Palm Springs website**

+ + END OF ADVERTISEMENT FOR BIDS + +

VILLAGE OF PALM SPRINGS
CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 262

Project Name: Reconstruction of Surficial Aquifer Well No. 9
Department: Utilities
Location: Eastern/Main Wellfield
Project Manager: Walt Sanchez
Date Requested: 2/23/2024
Date Approved:

DESCRIPTION / JUSTIFICATION:

Well No. 9 was constructed in 1977 and the wellhead equipment is heavily corroded. A new well will be re-drilled in place, new casing set, and piping, controls, fence, and concrete maintenance pad will be provided. Overhead FPL lines will either be placed underground or shielded during construction.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	TOTAL
Land/Easement Acquisition							$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							$ 0.00
Architectural Services							$ 0.00
Engineering Services	57,000.00						$ 57,000.00
Construction	650,000.00	691,275.00					$ 1,341,275.00
Equipment							$ 0.00
Improvement (utility, lightning)							$ 0.00
Other (Specify)							$ 0.00
TOTAL PROJECT COSTS	$ 707,000.00	$ 691,275.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 1,398,275.00

SOURCES OF FUNDS:	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	TOTAL
General Fund Revenue CY G/L Code							$ 0.00
One Cent Sales Tax Funding							$ 0.00
Grant Funding:							
CDBG							$ 0.00
FRDAP							$ 0.00
PBC							$ 0.00
Other (Specify)							$ 0.00
W/S Enterprise Fund Revenues 41336-56300	1,500,000.00	700,000.00					$ 2,200,000.00
Stormwater Fund Revenues G/L Code							$ 0.00
Undetermined							$ 0.00
TOTAL PROJECT REVENUE	$ 1,500,000.00	$ 700,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 2,200,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL	$ 793,000.00	$ 8,725.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	**$ 101,725.00**

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Utilities

ITEM #13: Change Order #3 - Pratt Emergency Generator Replacement (Task Order No. 296) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - All Florida Contracting Services, LLC

SUMMARY: On July 7, 2022, the Village Council approved Task Order No. 296 with All Florida Contracting Services, LLC for construction services for the Pratt Emergency Generator Replacement Project for $380,200.00.

The project was originally delayed due to longer-than-normal lead times for the delivery of the generator, and the Contractor was issued an initial time extension of 226 days. The generator arrived and was installed last November, and all the work associated with it was completed.

Note: The contract initially included a steel muffler painted with high-temperature rated paint with the generator.

The Village has concerns about the long-term maintenance of the supplied muffler, which has peeling paint due to high temperatures and metal oxidation at the joints and connections, and has requested pricing to replace the current muffler with a stainless steel model. With credit for this upgrade to the existing damper, an acceptable price was submitted, approved, and processed via a change order (CO No. 2) for the stainless steel muffler. The muffler was ordered and is scheduled to be shipped sometime in March 2024. The work to replace the muffler will push the project's completion beyond the current contract date. Therefore, the Contractor requests a time extension of an additional 106 days.

The Village's contracted engineer, Holtz Consulting Engineers, Inc., and the Utilities Department are requesting an amendment to the contract for Task Order No. 296 (Change Order No. 3) to extend the project completion date by an additional 106 calendar days (bringing the total contract time from 466 days to 572 days).

If approved, the proposed Pratt Emergency Generator Replacement Project is estimated to be complete by April 2024.

Note: The original contracted work has been completed, and all payments have been made with the exemption of this additional work. The installed generator is currently in service at the plant.

All Florida Contracting Services, LLC submitted the proposed change order and was reviewed by the Village's Engineer, Holtz Consulting Engineers, Inc., the Assistant Village Manager, the Assistant Utilities Director, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:
Funding to support Pratt Emergency Generator Replacement Project (Task Order No. 296) was provided by the Water & Sewer Enterprise Fund:

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

ATTACHMENTS:
1. Proposed Change Order No. 3 – All Florida Contracting Services, LLC.
2. Fiscal Impact
3. Executed Agreement - All Florida Contracting Services, LLC.
4. Approved Change Order No. 1 – All Florida Contracting Services, LLC.
5. Approved Change Order No. 2 – All Florida Contracting Services, LLC.

Change Order No. 3

Date of Issuance: 1/24/2024
Effective Date: January 30, 2024

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 for additional work requested by the Village (upgrading exhaust system with a stainless steel muffler).*

Attachments:

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 or dates
[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2 : $ 9,800.00	[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2 : Substantial Completion: 226 days Ready for Final Payment: 226 days days
Contract Price prior to this Change Order: $ 390,000.00	Contract Times prior to this Change Order: Substantial Completion: December 15, 2023 Ready for Final Payment: January 15, 2024 days or dates
[~~Increase~~] [~~Decrease~~] of this Change Order: $ 0	[**Increase**] [~~Decrease~~] of this Change Order: Substantial Completion: 106 days Ready for Final Payment: 106 days days or dates
Contract Price incorporating this Change Order: $ 390,000.00	Contract Times with all approved Change Orders: Substantial Completion: April 1, 2024 Ready for Final Payment: April 29, 2024 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By: Michael Bornstein	By: Michael Cox
Holtz Consulting	Michael Bornstein	All Florida Contracting
Title: Vice President	Title Village Manager	Title President
Date: 1/24/2024	Date January 30, 2024	Date 01-26-2024

Michael Bornstein (Jan 30, 2024 15:21 EST)

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. 3 to the **RL Pratt Emergency Generator Replacement**.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CO #003 (Signed) - Time Extension_20240126

Final Audit Report 2024-01-30

Created:	2024-01-30
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYRQdixPcyt4hFb8XqKJWfVFxxR6YqvYT

"CO #003 (Signed) - Time Extension_20240126" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-01-30 - 7:43:44 PM GMT- IP address: 151.132.2.218

Document emailed to mbornstein@vpsfl.org for signature
2024-01-30 - 7:44:25 PM GMT

Email viewed by mbornstein@vpsfl.org
2024-01-30 - 8:21:04 PM GMT- IP address: 104.47.65.254

Signer mbornstein@vpsfl.org entered name at signing as Michael Bornstein
2024-01-30 - 8:21:28 PM GMT- IP address: 151.132.2.218

Document e-signed by Michael Bornstein (mbornstein@vpsfl.org)
Signature Date: 2024-01-30 - 8:21:30 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.
2024-01-30 - 8:21:30 PM GMT

Item	**Contract Amount**	**Contract Time / Add' l Days**
Original Contract Amount	$380,200.00	240 days
Approved CO #1	0.00	226 days
Approved CO #2	9,800.00	0 days
Proposed CO #3	0.00	106 days
Revised Contract Amount	**$390,000.00**	**572 days**

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

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 GLENCASTLE Project on December 14, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Beverly Smith
Beverly Smith (Dec 23, 2023 20:24 EST)

ATTEST:

Kimberly Wynn

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Susan M Garrett
Susan M Garrett (Dec 22, 2023 14:43 EST)

Glen J. Torcivia, Village Attorney

Change Order No. 2

Date of Issuance: January 4, 2024
Effective Date: January 16, 2024

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: *Replacement of standard painted steel muffler with a new stainless-steel muffler to minimize maintenance due to corrosion over time.*

Attachments: *PCO #001: New SS muffler*

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. 1 : $ 0	[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 1 : Substantial Completion: 226 Days Ready for Final Payment: 226Days days
Contract Price prior to this Change Order: $ 380,200.00	Contract Times prior to this Change Order: Substantial Completion: December 15, 2023 Ready for Final Payment: January 15, 2024 dates
[**Increase**] [~~Decrease~~] of this Change Order: $ 9,800.00	[~~Increase~~] [~~Decrease~~] of this Change Order: Substantial Completion: 0 Days Ready for Final Payment: 0 Days days
Contract Price incorporating this Change Order: $ 390,000.00	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: Michael Bornstein	By: Michael Cox
Holtz Consulting Engineers	Village of Palm Springs	All Florida Contracting
Title: Stephen Fowler	Title: Village Manager	Title: President
Date: Vice President	Date: 1/4/2024	Date: 1-4-24

Michael Bornstein (Jan 16, 2024 15:27 EST)

Digitally signed by Michael Cox
Date: 2024.01.04 09:50:37 -05'00'

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. 2 to the **RL Pratt Emergency Generator Replacement** Project on January 16, 2024, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

Michael Bornstein

By: Michael Bornstein (Jan 16, 2024 15:27 EST)

ATTEST:

Kimberly Wynn

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy L. Goddeau

Christy L. Goddeau (Jan 16, 2024 13:16 EST)

Glen J. Torcivia, Village Attorney

AFCS
All Florida Contracting Services

CHANGE ORDER REQUEST (PCO #1)

Walter Sanchez Project Manager Village of Palm Springs wsanchez@vpsfl.org 561-584-8200 X 8713	January 3, 2024 1 page	FROM: **Michael Cox** All Florida Contracting Services 3814 N.W. 126th Ave Coral Springs, FL 33065 # 954-775-7767 Fax: 954-753-3122 mcox@afcs-co.com
Ref: 010324-MC Pratt CO		

The service and parts requirements are listed below, together with prices and estimated delivery dates. Prices are valid for 30 days. Orders will be placed upon receipt of your purchase order or signature below. Cancellation after 14 days from purchase order date will result in a minimum 20% cancellation charge and cost incurred.

Location: RL Pratt Water Treatment Plant

Scope of work : Install New Stainless Steel Muffler

- Remove existing muffler from roof
- Set & secure new stainless steel muffler

PRICE FOR WORK ABOVE: $ 9,800
(Nine thousand eight hundred dollars)

Notes:

- Work will take approximately 2-4 hours to complete
- Temporary power not included in proposal

This proposal may be withdrawn by AFCS if not accepted within 30 days.

Terms: Net 30 days

Proposal Submitted by:
All Florida Contracting Services

Michael Cox

Proposal Accepted by:

Michael Bornstein
Michael Bornstein (Jan 16, 2024 15:27 EST)

SKM_C360i24011601041

Final Audit Report 2024-01-16

Created:	2024-01-16
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABjgGnLubS3LsOP9hC-XkW2KHy_IPdJkN

"SKM_C360i24011601041" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-01-16 - 5:50:08 PM GMT- IP address: 151.132.2.218

Document emailed to mbornstein@vpsfl.org for signature
2024-01-16 - 5:51:54 PM GMT

Document emailed to christy@torcivialaw.com for signature
2024-01-16 - 5:51:54 PM GMT

Document emailed to Kimberly Wynn (kwynn@vpsfl.org) for signature
2024-01-16 - 5:51:55 PM GMT

Email viewed by christy@torcivialaw.com
2024-01-16 - 5:53:19 PM GMT- IP address: 173.162.99.81

Signer christy@torcivialaw.com entered name at signing as Christy L. Goddeau
2024-01-16 - 6:16:30 PM GMT- IP address: 173.162.99.81

Document e-signed by Christy L. Goddeau (christy@torcivialaw.com)
Signature Date: 2024-01-16 - 6:16:32 PM GMT - Time Source: server- IP address: 173.162.99.81

Email viewed by mbornstein@vpsfl.org
2024-01-16 - 8:25:41 PM GMT- IP address: 104.47.64.254

Signer mbornstein@vpsfl.org entered name at signing as Michael Bornstein
2024-01-16 - 8:27:05 PM GMT- IP address: 151.132.2.218

Document e-signed by Michael Bornstein (mbornstein@vpsfl.org)
Signature Date: 2024-01-16 - 8:27:07 PM GMT - Time Source: server- IP address: 151.132.2.218

Document e-signed by Kimberly Wynn (kwynn@vpsfl.org)
Signature Date: 2024-01-16 - 8:48:50 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.

2024-01-16 - 8:48:50 PM GMT

VILLAGE OF PALM SPRINGS FLORIDA

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Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, Village of Palm Springs residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the State of Florida recognizes March officially as Bicycle Month, and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features many fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County: and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

WHEREAS, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

WHEREAS, Palm Beach County has an ever-expanding designated or enhanced bicycle lane network, with over 270 miles of existing and 745 miles of planned facilities to create a safe, connected system of bicycle infrastructure.

WHEREAS, on March 14, 2024, the Village of Palm Springs Parks and Recreation Department will host a Bicycle Safety and Awareness Event, an event to educate bicycle riders of all ages on awareness and safety associated with bicycling.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of March 2024 as:

Florida Bicycle Month

BE IT FURTHER PROCLAIMED BY THE VILLAGE OF PALM SPRINGS, FLORIDA, *that this proclamation is duly sealed, ribboned, and executed by the members of this Village Council. The foregoing proclamation was sponsored by Honorable Mayor Bev Smith, and upon unanimous consent of the Village Council, the Mayor declared the proclamation duly enacted.*

SEAL

In witness whereof I have herunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date March 14, 2024

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, by 1776, nearly 300,000 Irish Nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent, three signers were Irish born; and

WHEREAS, Irish Americans helped to fashion a system of government for our young Nation; and;

WHEREAS, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and

WHEREAS, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

WHEREAS, three of the Spanish Governors of *"La Florida"* were actually Irish military officers; and

WHEREAS, Irish born Commodore John Barry was recognized by the United States

WHEREAS, Congress in September of 2002 as the "First Flag Officer of the United States Navy"; and

WHEREAS, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

NOW, THEREFORE, I, **BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA do hereby proclaim the month of March 2024 as:**

"Irish American Heritage Month"

SEAL

FLORIDA

In witness whereof I have herunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date March 14, 2024

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Administration

ITEM #16: Appointment of Voting Delegate(s) to the Palm Beach County League of Cities

SUMMARY: Every year, the Palm Beach County (PBC) League of Cities requests that each municipality designate a voting delegate and an alternate(s) if so desired, to vote on behalf of the Village of Palm Springs at the League of Cities general membership, special membership, and general membership functions. The appointed delegate(s) vote on official business items at membership meetings.

Currently, Mayor Smith is the voting delegate for the Village, and Vice-Mayor Brinkman, Mayor Pro Tem Waller, and Council Member Ready serve as the alternates.

The Village Council is requested to appoint a voting delegate and alternate(s) to the PBC League of Cities.

FISCAL IMPACT:
There is no direct fiscal impact on the Village.

ATTACHMENTS:
1. PBC Voting Delegate Form 2024

Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

_____

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this _____ day of_____, 2024

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature* (SEAL)

www.palmbeachcountyleagueofcities.org | rradcliffe@pbcgov.org
Tel. 561-355-4484 · Fax 561-355-6545
P.O. Box 1989, Gov. Center, West Palm Beach, FL 33402
Office: Governmental Center, 301 North Olive Ave., West Palm Beach, FL 33401

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Utilities

ITEM #17: Change Order No. 3 - Replacement of Surficial Aquifer Well No. 10 (Task Order No. 296) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Florida Design Drilling Corp.

SUMMARY: On July 7, 2022, the Village Council approved Task Order No. 296 with Florida Design Drilling Corp. for construction services for the Replacement of the Surficial Aquifer Well No. 10 Project for $380,200.00.

During the initial drilling of the well, the surrounding ground around the well started settling. Stabilization efforts were attempted to continue drilling but without any success. The Contractor ultimately was directed to abandon attempts to drill well and to stabilize the surrounding ground with compaction efforts in areas of loose soil.

Note: The existing Well No. 10 had been grouted in during the well drilling process of the new Well No. 10 (No. 10A) and is no longer a working well.

The Contractor salvaged some of the purchased materials (e.g., well-head, etc.) and turned those over to the Village to utilize on upcoming well projects. The Contractor performed all restoration work and credited the Village for work not performed due to the settlement issues. Also, due to the time it took to address these issues and attempt solutions, the project went over the project contract time, and therefore, the Contractor is requesting additional time lost due to these delays.

Therefore, the Village's contracted engineer, Holtz Consulting Engineers, Inc., and the Utilities department request an amendment to the contract for Task Order No. 296 (Reconciliation Change Order No. 3) in the credit amount of ($262,375.38) for construction services not performed and to extend the project completion date by an additional 586 calendar days (total contract time from 300 days to 886 days):

If approved, the total cost of the Replacement of Surficial Aquifer Well No. 10 Project within Task Order No. 296 will be decreased to $757,513.97, the total contract time will be increased to 886 days, and the new completion date for the Replacement of Surficial Aquifer Well No. 10 Project will be February 28, 2024.

Florida Design Drilling Corp. prepared the proposed Change Order No. 3, and it was reviewed by the Village's Engineer, Holtz Consulting Engineers, Inc., the Assistant Village Manager, the Assistant Director of Utilities, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:
Funding to support the Replacement of the Surficial Aquifer Well No. 10 Project (Task Order No. 296) was provided by the Water & Sewer Enterprise Fund:

Item	Contract Amount	Contract Time / Add' l Days
Original Contract Amount	$994,949.00	300 days
Approved CO No. 1	-$16,059.65	0 days
Approved CO No. 2	$41,000.00	0 days
Proposed CO No. 3	- $262,375.38	586 days
Revised Contract Amount	**$757,513.97**	**886 days**

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

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

ATTACHMENTS:
1. Proposed Change Order No. 3 - Florida Design Drilling Corp.
2. Executed Agreement - Florida Design Drilling Corp.
3. Approved Change Order No. 1 - Florida Design Drilling Corp.
4. Approved Change Order No. 2 - Florida Design Drilling Corp.

Change Order No. 3

Date of Issuance:	January 31, 2024	Effective Date:	2/20/2024
Owner:	Village of Palm Springs	Owner's Task Order No.:	242
Contractor:	Florida Design Drilling Corp.	Project Bid No. (ITB #):	2021B-009
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:	N/A
Project:	Replacement of Surficial Aquifer Well No. 10	Contractor's Project No.:	2173

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

Description:
Change Order No. 3 (CO No. 3) includes a price decrease of $262,375.38 associated with additional work proposed herein and balancing change order items as defined below. CO No. 3 includes a time extension of 586 days as discussed below.

During the course of well construction, a surface feature opened approximately four feet northeast of the well. Project Hydrogeologist provided a recommendation for remediation/correction of the surface feature, prior to continuing well development/construction, as detailed in Change Order No. 2 (CO No. 2). Following attempts to reduce sand production and stabilize the surface feature as discussed in CO No. 2, the Project Engineer and Hydrogeologist recommended plugging and abandonment of Well No. 10A due to continued sand infilling of the screen in conjunction with a lack of annular gravel pack movement and continued localized ground subsidence immediately surrounding the well casing, as detailed in Attachment No. 1. Following review of the above referenced technical memorandum, Engineer was requested to perform geotechnical boring investigation of the site, results of which are included in Attachment No. 2. Based upon results of geotechnical boring and the project progress meeting held on August 22, 2023, Engineer requested a Cost Proposal from Contractor for performing the below detailed plugging/abandonment and site restoration work (Attachment No. 4). In addition to those unforeseen conditions noted above, additional unforeseen conditions occurred throughout the project duration (as described in previous change orders) which resulted in portions of contract work being delayed / postponed. CO No. 3 includes a contract time extension through the estimated final completion of the project.

Task No. 1 - Plugging/Abandonment of Well No. 10A and Surface Feature / Site Stabilization (Lump Sum) – $23,000.00
Contractor shall plug/abandon Well No. 10A from base of casing to land surface using neat cement grout in accordance with all local/state laws/regulations. Existing Screen/Casing shall be abandoned in place. Cleaning of base of casing/screen to total depth and fulfillment of all necessary Well Construction / Abandonment permitting is included herein. Additionally, Contractor shall perform site restoration as necessary to stabilize surface feature development which occurred during well construction/development. In tandem with performing grouting/abandonment of Well No. 10A, Contractor shall excavate to water table within the vicinity of Boring No. 3 (B-3 – see Attachment 2). Prior to performing grouting of Well No. 10A, Contractor shall wash-in tremi-grout pipe at B-3 location to a maximum depth of 40-feet below land surface (BLS), or as directed by Engineer/Geologist in the field. Contractor shall pump neat cement grout through tremi piping until returns are received at surface excavation with the intent to stabilize any conduit from land surface to the screened interval. Following receipt of grout returns at surface, Contractor shall backfill/compact excavation using clean fill.

Task No. 2 - Removal / Furnishing of 316 Stainless Steel (SS) Casing Stub-up (Lump Sum) – $7,000.00
Contractor shall remove existing 316 SS Casing Stub-up / Flange assembly and provide to the Owner as stored materials. Removal shall include cutting of SS casing stub-up at Steel / SS weld interface and preservation of as much existing SS casing as possible. No more than 0.25" of existing stainless steel casing shall be removed during cutting / torching / grinding. Prior to turnover to Owner, Contractor shall remove any existing carbon steel / weld slag. SS shall be re-beveled as necessary. Contractor shall deliver casing stub-up to Owner designated location.

Balancing Change Order – Quantity Adjustment – ($292,375.38)
CO No. 3 includes a credit proposal and final balancing change order Contract Price lump sum reduction of $292,375.38. This total includes a mutually agreed upon lump sum reduction in Contract Price for Contract Line Items where portions of the lump sum unit pricing was not performed and for Contract Line items where installed quantities exceeded or where less than estimated quantities.

Attachments: *[List documents supporting change]*
1 - Technical Memo – Village of Palm Springs Well No. 10A Site Investigation, JLA Geosciences, August 4, 2023
2 - Report of Limited Geotechnical Exploration – Wellfield #10 Replacement, Nutting Engineers of Florida, Inc., September 2023
3 - Progress Meeting Minutes, Holtz Consulting Engineers, August 22, 2023
4 - Cost Proposal – Well 10A Screen Removal, Stub-Up Removal, Well Abandonment, Florida Design Drilling, 9/18/23
5 – Cost Proposal No. 5 – Lump Sum Credit Contract Reduction, Florida Design Drilling, January 31, 2024

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 994,949.00	Original Contract Times: 270 Days / 300 Days Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 dates
[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 2 : $ 24,940.35	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 2 : Substantial Completion: 270 Ready for Final Payment: 300 days
Contract Price prior to this Change Order: $ 1,019,889.35	Contract Times prior to this Change Order: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 dates
[~~Increase~~] [**Decrease**] of this Change Order: $ 262,375.38	[**Increase**] [~~Decrease~~] of this Change Order: Substantial Completion: 586 Ready for Final Payment: 586 days
Contract Price incorporating this Change Order: $ 757,513.97	Contract Times with all approved Change Orders: Substantial Completion: January 29, 2024 Ready for Final Payment: February 28, 2024 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Harrison Barron	By: Kimberly Glas-Castro Kimberly Glas-Castro (Feb 20, 2024 13:47 EST)	By: Jeffrey Holst
Holtz Consulting Engineers		Florida Design (Authorized Signature)
Title: Associate Engineer – Project Manager	Title: Village Manager	Title: Senior Vice President
Date: 1/31/2024	Date: 2/20/2024	Date: 2/16/24

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).

_____
Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 3 to the Replacement of Surficial Aquifer Well No. 10 Project on February 20, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

JLA Geosciences, Inc.
HYDROGEOLOGIC CONSULTANTS

1907 Commerce Lane Suite 104
Jupiter, Florida 33458
(561) 746-0228
Fax (561) 746-0119

TECHNICAL MEMORANDUM

To: **Harrison Barron, P.E.**

From: **Jon Friedrichs, P.G. and Elizabeth Owosina, P.G.,**

RE: **Village of Palm Springs Well No. 10A Site Investigation**

Date: **August 4, 2023**

INTRODUCTION

At the request of Holtz Consulting Engineers (HCE) and their client, the Village of Palm Springs (Village), JLA Geosciences, Inc. (JLA) has prepared a brief summary of the investigation of Well No. 10A, located at 13 Springdale Circle, in Palm Springs, Florida. During the course of well construction at Well 10A, an unanticipated hydrogeologic conduit was revealed between the well's production zone and near-surface soils as indicated by settling of surface soils immediately surrounding the well casing. This technical memorandum summarizes the investigations conducted to date and corresponding recommendations.

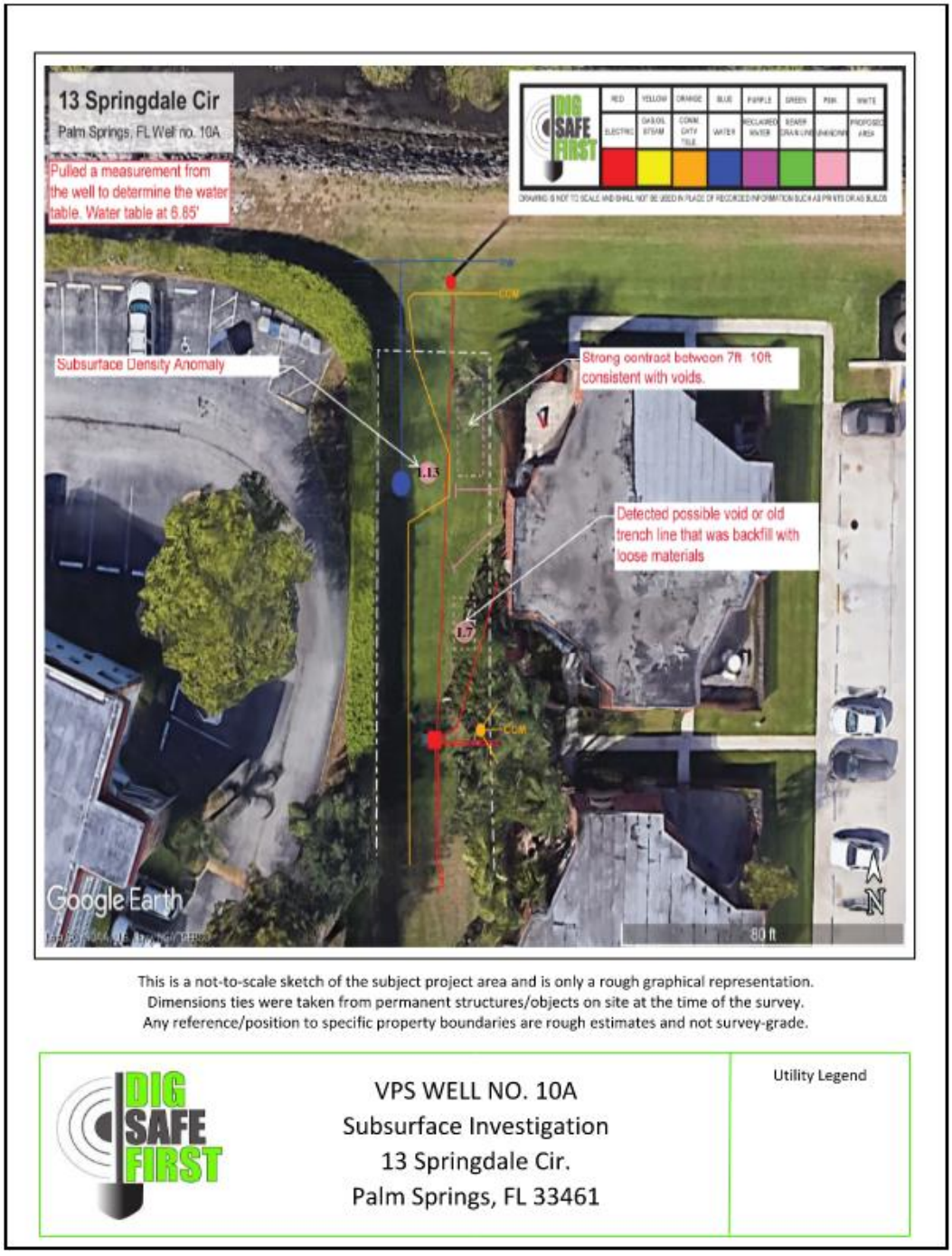
BACKGROUND AND INVESTIGATION

On March 24, 2023, a surface feature opened approximately 4 feet northeast of Well 10A during the development process. Development activities were promptly stopped, and an initial recommendation was made to backfill and compact the void with clean sand and continue the jetting and development process. Supersacks of 20/30 sand were delivered to the site during the week of May 15, 2023 to backfill the void and the well drilling contractor Florida Design Drilling, Inc. (FDD) remobilized the development equipment. On May 24, 2023, FDD resumed development, and approximately 90 minutes into the development process, radial cracks were observed on the ground surface surrounding the well, accompanied by subsidence of the land surface. As a precautionary measure, all development activities were promptly halted. A significant volume of sand (estimated 375 ft^3) was mined out of the formation with disproportionally low gravel drop. Well development material appeared to have lithologic characteristics similar to the production interval of the well. Recognizing the potential risks associated with these observations, development was again stopped, and further investigations were recommended to thoroughly assess the situation.

After a discussion meeting with the Village, a recommendation for the use of Ground-Penetrating Radar (GPR) was presented to further evaluate the extent of subsurface voids adjacent to Well No. 10A. GPR is a geophysical technique that uses electromagnetic waves to investigate and map subsurface structures and features. When GPR waves encounter a change in subsurface materials including buried utility pipes, voids and/or empty space, they reflect back to the surface, creating a distinctive pattern in the GPR data. However, locating subsurface utilities, objects and/or structural features using GPR is not an exact science and there is no guarantee that subsurface voids can be clearly identified.

On June 29, 2023, GPR was conducted in 2 feet wide transects extending approximately 8 feet west, 25 feet east, 60 feet north, and 60 feet south of Well No. 10A. The work was performed by Dig Safe First, of West Palm Beach, Florida. A Specific Purpose Subsurface Investigation report is included in Attachment A. Figure 1 (excerpt from Attachment A), details the extent of GPR work performed around the outside of the wellhead and easement property and apparent findings.

FIGURE 1



The GPR scans revealed three (3) apparent irregular areas of anomalous events. The anomaly closest to the well, located approximately 9 feet east of Well No. 10A, showed a distinct subsurface density anomaly extending more than 15 feet below grade. The exact origin of this anomaly remains unknown, but its distinctive characteristics strongly suggest a high likelihood of it being a genuine void. Furthermore, due to its close proximity to the well and subsidence during well development, there is significant potential for this feature to act as a conduit connecting directly to the production interval of Well No. 10A.

A secondary feature was identified approximately 17 feet to the east, displaying characteristics that indicate a potential presence of voiding. Notably, a significant high contrast was observed within the depth range of 7 to 10 feet. A final feature, located 37 feet south of Well No. 10A, exhibited some potential void characteristics, however, characteristics of this third feature may be consistent with that of a previously/existing backfilled trench with loose material.

Summary and Recommendations

Results of the GPR investigation conducted around the Well No. 10A site in conjunction with the sand infilling of the screen, and lack of gravel movement in the annulus indicate that there is a connection between the well 10A screen interval and the shallow unconsolidated surface sands. The subsurface density anomaly located approximately 9 feet east of well 10A appears to be the conduit connecting the production interval to the land surface due to its close proximity to the well and location of subsidence around the wellhead observed during well development. The proximity of residential housing to the observed surface settling around the wellhead, in conjunction with poor production, low specific capacity and continued sand production is problematic. Although it would be possible to continue with well development, it is not recommended. Continuing with well development would require:

- Mitigation against additional surface settling during development until both sand production from the well and surface settling stop.
- Unknown amount of additional well development time including screen jetting, air lift development and pump development.
- Additional site stabilization following conclusion of development including excavating, backfilling, and compacting prior to completing the final wellhead and fencing.
- Significant costs associated with additional well development and site stabilization.

Additionally, there is no guarantee that continued well development will be successful at stopping sand from entering the production interval and/or preventing the surface subsidence from expanding further away from the well site which ultimately could impact the adjacent residential property/structures.

Taking into account all of the issues outlined above it is recommended that VPS consider abandonment of well 10A, stabilization of site as needed, and begin the process of relocating well 10A to a different location. The recommended well abandonment and site stabilization option would include:

- Remove well screen and riser casing, stainless steel wellhead and wellhead flange for use on a new well.
    - Following screen and riser removal there may be some additional surface settling that occurs around the well.

- Plug and abandon 24" PVC final well casing and borehole with neat cement grout.
    - Following well abandonment, the borehole and well casing will be stabilized, and the extent of additional site stabilization can be reassessed.
- Recommended site stabilization may include:
    - Excavate, backfill, and compact the apparent void/anomaly discovered approximately 9 feet east of Well No. 10A.
    - The two anomalies located along the eastern residential fence line display characteristics of potential voiding and should be investigated to confirm the presence and extent of potential voids and to assess the need for backfill/compaction as necessary. Investigation could include the use of a geotechnical contractor to perform soil sampling and density testing of the anomalies. If geotechnical investigations confirm the presence of voids, appropriate excavation, backfilling, and compaction measures should be implemented to stabilize the area and mitigate against the potential for future subsidence.

Please don't hesitate to contact me if you have any questions.

Sincerely,
JLA Geosciences, Inc.

Jon Friedrichs, P.G.	Elizabeth Owosina, P.G.
Professional Geologist	Professional Geologist
State of Florida Registration #2709	State of Florida Registration #2144

Encls.

ATTACHMENT A

SPECIFIC PURPOSE SUBSURFACE INVESTIGATION

Site Location:

Village of Palm Springs, Well No. 10A

13 Springdale Cir.,

Palm Springs, FL 33461

Prepared For:

Holtz Consulting Engineers, Inc.

270 South Central Blvd., Suite 207

Jupiter, FL 33458

Project No. / Name: VPS Well No. 10A

2019-2023 Dig Safe First, LLC.

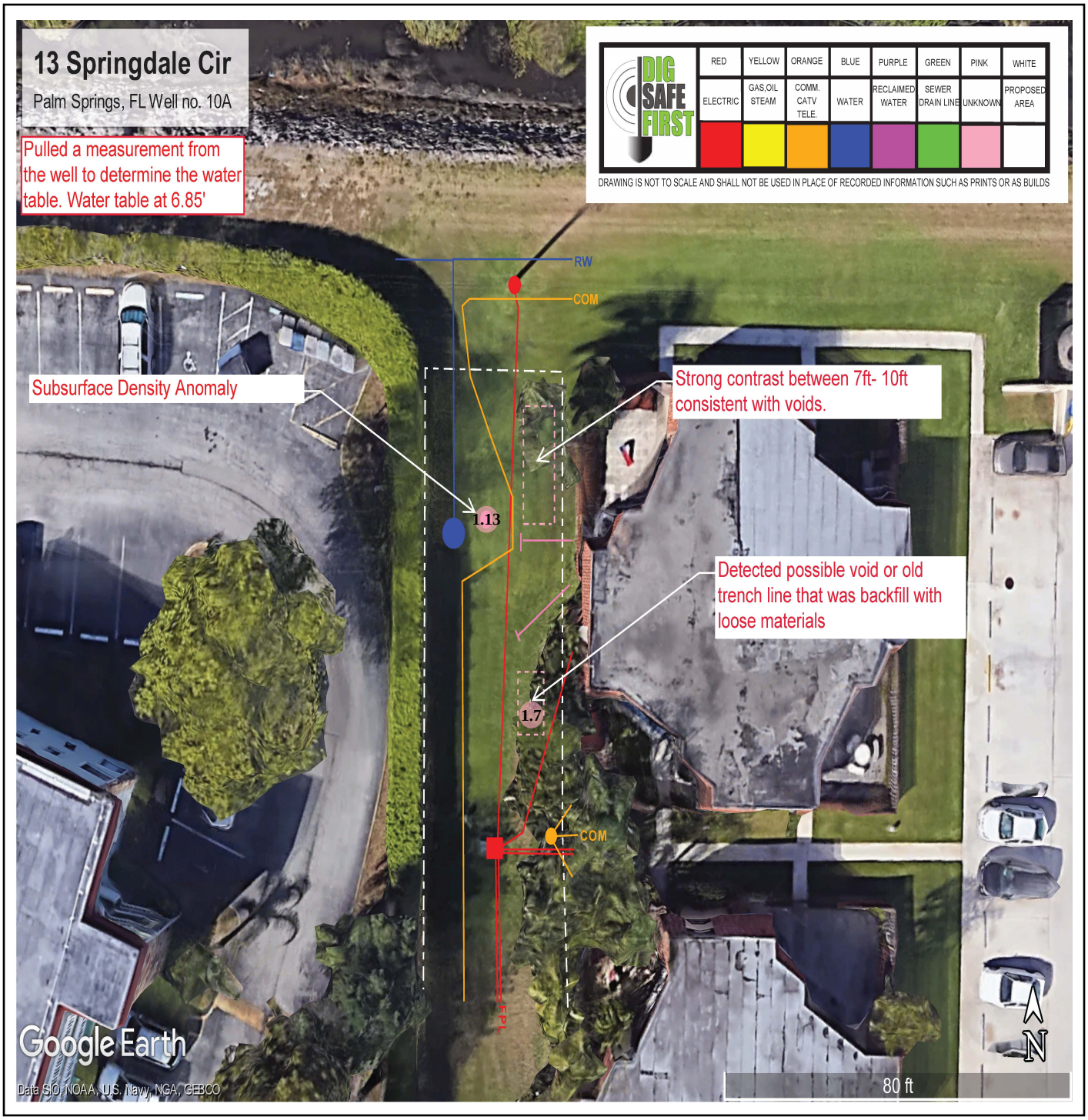
DIG SAFE FIRST, LLC.

(561) 818-0130 3819 Victoria Dr., West Palm Beach, FL 33406 wyatt@digsafefirst.com

All reports, drawings, sketches,narrative statement and summaries, location information and other information(product), in draft, review, final or other form, prepared by DSF for the use of a customer, are intended solely exclusively for the use of that customer pursuant a license for such exclusive use granted to the customer by DSF, and further are limited to the conditions, circumstances and discoveries at the time such product is made available to the customer. All products remain the sole property of DSF, subject to the foregoing limited license to DSF's customer and are intended for and made available to the customer for the specific, limited purposed stated in the contract between DSF and the customer. The use of any such proprietary products by anyone other than the customer or licensee authorized in writing by DSF is strictly prohibited.

Tools involving differing technologies were used in this investigation.
For the **GPR** analysis, the reflection profiling mode was used where the entire subject investigated area was divided logistically into manageable/workable sections. These isometric sections represent the arrangement of the survey scans. Within these sections, scans were made in an orthogonal pattern on two foot centers MOL. This provided two separate data sets for each section.

Dig Safe First, LLC.
3819 Victo ia Dr., West Palm Beach, FL 33406
(561) 818-0130
Wyatt@digsafefirst.com



This is a not-to-scale sketch of the subject project area and is only a rough graphical representation.
Dimensions ties were taken from permanent structures/objects on site at the time of the survey.
Any reference/position to specific property boundaries are rough estimates and not survey-grade.

DIG SAFE FIRST

VPS WELL NO. 10A
Subsurface Investigation
13 Springdale Cir.
Palm Springs, FL 33461

Utility Legend

[ft]

[ft]

35.0 1340.0 1345.0 1350.0 1355.0 1360.0 1365.0

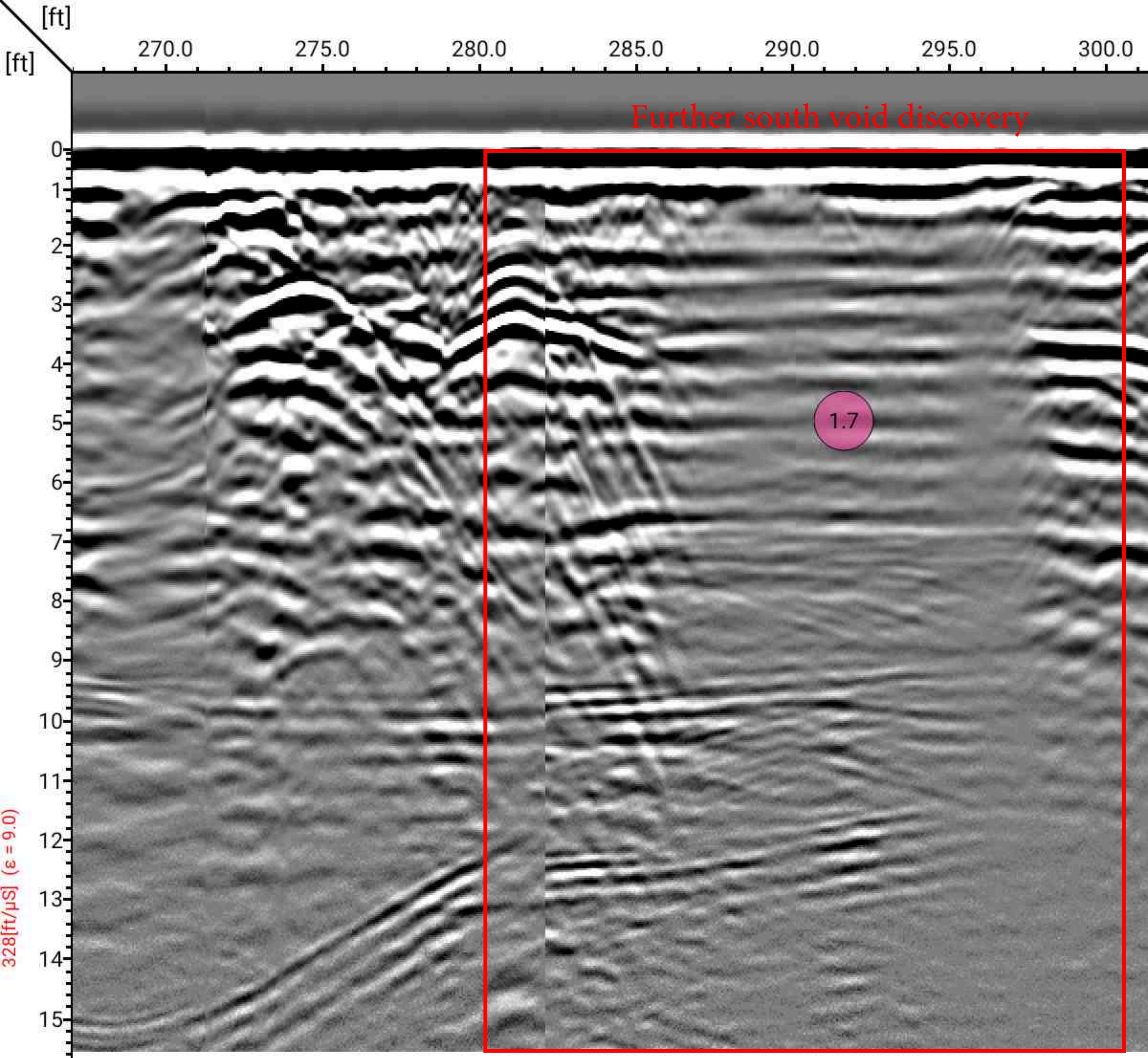
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

328[ft/μS] (ε = 9.0)

1.13

Subsurface Density Anomaly

400MHz


[ft]
[ft]
270.0
275.0
280.0
285.0
290.0
295.0
300.0
Further south void discovery
1.7
0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
328[ft/µS] (ε = 9.0)
400MHz

REPORT OF LIMITED
GEOTECHNICAL EXPLORATION

WELLFIELD #10 REPLACEMENT
LIMITED SUBSURFACE VOIDS EVALUATION
VICINITY OF 13 SPRINGDALE CIRCLE
PALM SPRINGS, FLORIDA

FOR

HOLTZ CONSULTING ENGINEERING, INC.
270 SOUTH CENTRAL BOULEVARD
SUITE 207
JUPITER, FLORIDA 33458

PREPARED BY

NUTTING ENGINEERS OF FLORIDA, INC.
1310 NEPTUNE DRIVE
BOYNTON BEACH, FLORIDA 33426

ORDER NO. 18669.4

SEPTEMBER 2023

Nutting Engineers
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Geotechnical & Construction Materials
Engineering, Testing, & Inspection
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

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Engineering, Testing, & Inspection
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www.nuttingengineers.com info@nuttingengineers.com

September 29, 2023

Mr. Harrison Barron, P.E.
Holtz Consulting Engineers, Inc.
270 South Central Boulevard, Suite 207
Jupiter, Florida 33458
Phone: 561-575-2005 Email: Harrison.barron@holtzconsulting.com

Subject: Report of Limited Geotechnical Exploration
Wellfield #10 Replacement – Limited Subsurface Voids Evaluation
Vicinity of 13 Springdale Circle
Palm Springs, Florida

Dear Mr. Barron:

Nutting Engineers of Florida, Inc. (NE), has performed a Limited Geotechnical Exploration for the apparent soil subsidence concerns at the above referenced site in Palm Springs, Florida. This exploration was performed in accordance with the written authorization to proceed provided by Holtz Consulting Engineers, Inc. dated August 30, 2023. This limited evaluation was performed to develop information regarding subsurface soil conditions at specific test locations in order to provide limited insight to general locations of potential soil loss/subsidence areas. This limited report presents our limited findings only based upon the information examined at the time of this evaluation.

PROJECT INFORMATION

Per our conversation on August 22, 2023 and review of the aerial provided, we understand that the area immediately adjacent to a previously drilled well experienced minor subsidence of soils. In an effort to further evaluate the subsidence area and subsurface soil conditions, soil borings were requested to be performed at the referenced site. Our office was then requested to provide general comment to our test boring findings only. **We note that engineering design or remediation recommendations are to be determined by others and was not included in our scope of services for this project. No evaluation of nearby conditions were performed by this office; therefore, we cannot provide commentary to ongoing conditions.**

We must be notified in writing by the client of any changes in the proposed construction along with a request to amend our foundation analysis and/or recommendations within this report as appropriate.

1310 Neptune Drive • Boynton Beach, Florida 33426 • (561) 736-4900 • Fax (561) 737-9975
Broward (954) 941-8700 • Port St. Lucie (772) 408-1050 • Miami Dade (305) 624-0060

GENERAL SUBSURFACE CONDITIONS

Soil Survey Maps

As part of the geotechnical exploration, we have reviewed available Soil Conservation Service (SCS) survey maps for Palm Beach County. These SCS maps provide information about potential general shallow soil conditions in the project vicinity. This information was derived from approximately 6-foot deep manual auger borings, aerial photo, and surface feature interpretation at some point in the past (mid 1980's to early 1970's). The SCS data may or may not reflect actual current site conditions. A review of the Soil Survey for Palm Beach County revealed that at the time the survey was conducted, the soils at the site were described as Basinger series. These soils are described as nearly level, poorly drained sandy soils in broad, low sloughs and depressions. In general, the subsoils are white to brown fine sands that extend to a depth of approximately six feet or more. We note that the soil surveys were typically penetrated to a depth of approximately six feet.

Subsurface Exploration

NUTTING ENGINEERS OF FLORIDA, INC. performed four Standard Penetration Test (SPT) borings (ASTM D-1586) to depths of twenty feet below land surface, where access with portable tripod drilling equipment was possible. The boring locations were staked in the field by your office. Our drilling team perform the test borings at these staked location as site conditions would fully allow. As such the soil boring locations should be considered to be approximate.

We note that due to the potential for underground utilities at the test boring locations, the upper four feet of the soil profile at the test boring locations were manually cleared. Because of this, the relative density of the upper four feet was not obtained. We also note that the test holes were grouted after completion of the borings as requested in our scope of services for this project.

Test Boring Results

In general, the test boring locations B-1, B-2, and B-4 recorded a surface layer very loose to loose light gray to brown sand with some shell fragments in the upper six to ten feet, underlain by medium dense to dense dark brown to brown sand to a depth of twenty feet, the maximum depth explored.

Test boring B-3 recorded very loose with Weight of Hammer (WOH) N-Values from the ground surface to a depth of twenty-feet, the maximum depth explored. Please see the enclosed soil classification sheet in the Appendix of this report for additional important information regarding these descriptions, the field evaluation and other related information.

Note: Substantially different subsurface conditions may exist at other areas of the site. Buried debris may or may not be identified or adequately delineated by soil borings. Test pit excavation can provide more insight into such conditions and rock lithology if present.

Such conditions may be revealed during site development activities (e.g., proof rolling, utility & foundation excavation activities) or other related activities. If unusual conditions are encountered during earthwork operations, we should be notified to evaluate the conditions.

Groundwater Information

The immediate groundwater level was measured at the boring locations at the time of drilling. The groundwater level was encountered at approximate depths of four and a half to five and a half feet below the existing ground surface at the time of drilling.

The immediate depth to groundwater measurements presented in this report will not provide a reliable indication of stabilized or more long term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data should not be relied upon alone for project design considerations.

LIMITED FINDINGS AND CONCLUSIONS

Test borings B-1, B-2, and B-4 recorded loose sands in the upper six to ten feet of the soil profile underlain by medium dense to dense sands to a depth of twenty feet, the maximum depth explored. These findings can be considered typical for the given soils within the area and are not abnormal in nature. It is our limited opinion that these findings do not appear that the possible voided soil conditions exist within these boring locations and are not the cause to the soil subsidence.

Test boring B-3 however, recorded very loose soils with weight of hammer conditions (the split spoon keeps advancing through a 6-inch layer or more from the hammer weight only) at various depths within the upper twenty feet of the soil profile (maximum depth of the test boring). These abnormal findings do highly suggest that a voided soil condition may be present within the vicinity of test boring B-3.

Further Studies by Others

It is recommended that a more thorough Ground Penetrating Radar (GPR) survey be performed by others to better evaluate the soil conditions within the area. The survey should concentrate around test boring B-3 location. The survey may better delineate the area of void/very loose soils which may then better determine method of repair, by others.

Closing

Evaluation as to the cause and location of the potential voided zones in the subsurface was beyond our scope of services for the project; therefore, no further evaluation was performed. Engineering recommendations for remediation was also not part of our scope of services at this time.

It is recommended that other parties fully evaluate this condition to determine what further actions need to be taken in order to address the concerns presented by the nearby neighborhood.

GENERAL INFORMATION

Our client for this geotechnical evaluation was:

Mr. Harrison Barron, P.E.
Holtz Consulting Engineers, Inc.
270 South Central Boulevard, Suite 207
Jupiter, Florida 33458

The contents of this report are for the exclusive use of the client and the client's design team for this specific project exclusively. Information conveyed in this report shall not be used or relied upon by other parties or for other projects without the expressed written consent of Nutting Engineers of Florida, Inc. This report discusses geotechnical considerations for this site based upon observed conditions and our understanding of proposed construction for foundation support. Environmental issues including (but not limited to), soil and/or groundwater contamination are beyond our scope of service for this project. As such, this report should not be used or relied upon for evaluation of environmental issues.

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

If conditions are encountered which are not consistent with the findings presented in this report, or if proposed construction is altered or moved from the location investigated, this office shall be notified immediately so that the condition or change can be evaluated, and appropriate action taken.

The vibratory compaction equipment may cause vibrations that could be felt by persons within nearby buildings and could potentially induce structural settlements. Additionally, preexisting settlements may exist within these structures that could be construed to have been caused or worsened by the proposed vibratory compaction after the fact. Pre- and post-conditions surveys of these structures along with the vibration monitoring during vibratory compaction could be performed to better evaluate this concern. The contractor should exercise due care during the performance of the vibratory compaction work with due consideration of potential impacts on existing structures. If potential vibrations and impacts are not considered tolerable, then alternate foundation modification techniques should be considered.

Nutting Engineers of Florida, Inc. (NE), recommends that we be contracted to provide input to the design team and owner during the foundation and earthwork design process and that we review final foundation drawings and specifications to verify that our report recommendations and design intent have been properly implemented. NE shall also perform testing and inspections during the earthwork and foundation construction as recommended in this report. If NE is not engaged to perform these services as detailed herein, the Client agrees that NE shall bear no liability for the interpretation, implementation of our report, its recommendations and/or inspection and testing services as described in this report if implemented by others.

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been presented after being prepared in accordance with general accepted professional practice in the field of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

We appreciate the opportunity to be of service on this project. If we can be of any further assistance, or if you need additional information, please contact us at your convenience.

Sincerely,
NUTTING ENGINEERS OF FLORIDA, INC.

Christopher E. Gworek, P.E. #69947
Senior Engineer

Richard C. Wohlfarth, P.E.
Director of Engineering

Attachments: Test Boring Location Plan
Test Boring Reports
Limitations of Liability
Soil Classification Criteria

Kimberly Glas-Castro
Kimberly Glas-Castro (Feb 20, 2024 13:47 EST)

NUTTING ENGINEERS OF FLORIDA, INC. ESTABLISHED 1967	Holtz Consulting Engineers, Inc. **Wellfield 10 Replacement - Subsurface Voids Eval.** 13 Springdale Circle Palm Springs, Florida PROJECT NO. 18669.4	APPROXIMATE TEST LOCATION PLAN	GEOTECHNICAL EXPLORATION ***— Not to Scale —***	FIG. 1

Nutting Engineers
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1310 Neptune Drive
Boynton Beach Fl., 33426
Telephone: 561-736-4900
Fax: 561-737-9975

BORING NUMBER B-1

PROJECT NUMBER 18669.4

CLIENT Holtz Consulting Engineers, Inc. **PROJECT NAME** Subsurface Voids Evaluation

PROJECT LOCATION Wellfield 10 Replacement, 13 Springdale Circle, Palm Springs, Florida

DATE STARTED 9/27/23 COMPLETED 9/27/23 SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY A. Cargill CHECKED BY C. Gworek ▽ AT TIME OF DRILLING 4.8 ft

APPROXIMATE LOCATION OF BORING **As located on site plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Dk. gray to brown fine SAND	AU 1			
		Lt. gray fine SAND				
		Gray fine SAND	AU 2			
5		▽ Brown fine SAND	SS 3	5-4-3-4	7	▲
		Dk. brown fine SAND	SS 4	3-19-20-12	39	▲
10		Brown fine SAND	SS 5	6-9-6-6	15	▲
			SS 6	5-5-6-6	11	▲
15			SS 7	5-7-7-8	14	▲
			SS 8	7-7-8-10	15	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-18669.4 HOLTZ CONSULTING ENGINEERS - WELLFIELD 10 REPLACEMENT 13 SPRINGDALE CIRCLE PALM SPRINGS.GPJ GINT US.GDT 10/4/23

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

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1310 Neptune Drive
Boynton Beach Fl., 33426
Telephone: 561-736-4900
Fax: 561-737-9975

BORING NUMBER B-2

PROJECT NUMBER 18669.4

CLIENT Holtz Consulting Engineers, Inc.

PROJECT NAME Subsurface Voids Evaluation

PROJECT LOCATION Wellfield 10 Replacement, 13 Springdale Circle, Palm Springs, Florida

DATE STARTED 9/27/23 COMPLETED 9/27/23

SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY A. Cargill CHECKED BY C. Gworek

▽ AT TIME OF DRILLING 4.7 ft

APPROXIMATE LOCATION OF BORING **As located on site plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Dk. gray to brown fine SAND	AU 1			
		Lt. gray fine SAND	AU 2			
5		▽ Brown fine SAND	SS 3	3-5-7-9	12	▲
			SS 4	3-5-6-6	11	▲
			SS 5	3-5-4-5	9	▲
10			SS 6	3-5-6-6	11	▲
			SS 7	5-5-6-8	11	▲
15						
			SS 8	6-9-9-9	18	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-18669.4 HOLTZ CONSULTING ENGINEERS - WELLFIELD 10 REPLACEMENT 13 SPRINGDALE CIRCLE PALM SPRINGS.GPJ GINT US.GDT 10/4/23

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

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of Florida Inc. | Established 1967
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1310 Neptune Drive
Boynton Beach Fl., 33426
Telephone: 561-736-4900
Fax: 561-737-9975

BORING NUMBER B-3

PROJECT NUMBER 18669.4

CLIENT Holtz Consulting Engineers, Inc.

PROJECT NAME Subsurface Voids Evaluation

PROJECT LOCATION Wellfield 10 Replacement, 13 Springdale Circle, Palm Springs, Florida

DATE STARTED 9/27/23 COMPLETED 9/27/23

SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring

GROUND WATER LEVELS:

LOGGED BY A. Cargill CHECKED BY C. Gworek

▽ AT TIME OF DRILLING 4.8 ft

APPROXIMATE LOCATION OF BORING **As located on site plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray to brown fine SAND	AU 1			
			AU 2			
5		▽	SS 3	W.O.R./24"	0	▲
			SS 4	1-1-1-2	2	▲
			SS 5	2-3-2-1	5	▲
10		Dk. brown fine SAND	SS 6	2-1-1-1	2	▲
			SS 7	W.O.R.-1-1-1	2	▲
15						
			SS 8	1-1-W.O.R.-1	1	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-18669.4 HOLTZ CONSULTING ENGINEERS - WELLFIELD 10 REPLACEMENT 13 SPRINGDALE CIRCLE PALM SPRINGS.GPJ GINT US.GDT 10/4/23

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

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1310 Neptune Drive
Boynton Beach Fl., 33426
Telephone: 561-736-4900
Fax: 561-737-9975

BORING NUMBER B-4

PROJECT NUMBER 18669.4

CLIENT Holtz Consulting Engineers, Inc. **PROJECT NAME** Subsurface Voids Evaluation

PROJECT LOCATION Wellfield 10 Replacement, 13 Springdale Circle, Palm Springs, Florida

DATE STARTED 9/27/23 COMPLETED 9/27/23 SURFACE ELEVATION REFERENCE Approx. @ Road Crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY A. Cargill CHECKED BY C. Gworek ▽ AT TIME OF DRILLING 5.5 ft

APPROXIMATE LOCATION OF BORING **As located on site plan**

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80
0		Gray to brown fine SAND	AU 1			
			AU 2			
5		Brown fine SAND ▽	SS 3	2-3-5-6	8	▲
			SS 4	4-4-5-5	9	▲
			SS 5	3-4-5-5	9	▲
10			SS 6	4-5-5-6	10	▲
			SS 7	5-6-7-8	13	▲
15						
			SS 8	6-7-8-8	15	▲
20		Bottom of hole at 20.0 feet.				

TEST NUTTING BOREHOLE 1-18669.4 HOLTZ CONSULTING ENGINEERS - WELLFIELD 10 REPLACEMENT 13 SPRINGDALE CIRCLE PALM SPRINGS.GPJ GINT US.GDT 10/4/23

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

LIMITATIONS OF LIABLILITY

WARRANTY

We warranty that the services performed by Nutting Engineers of Florida, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in our area currently practicing under similar conditions at the time our services were performed. ***No other warranties, expressed or implied, are made***. While the services of Nutting Engineers of Florida, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of designs, construction plans, specifications we have not prepared, nor the ultimate performance of building site materials or assembly/construction.

SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented in the soil boring logs and/or a drawing. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used and may be approximate.

The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata as encountered and immediate depth to water data. The log represents conditions recorded specifically at the location where and when the boring was made. Site conditions may vary through time as will subsurface conditions. The boundaries between different soil strata as encountered are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling, nature and consistency of the respective strata. Substantial variation between soil borings may commonly exist in subsurface conditions. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors. Water level data provided on soil boring logs shall not be relied upon for groundwater based design or construction considerations.

LABORATORY AND FIELD TESTS

Tests are performed in *general* accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test boring report indicates the measurements and data developed at each specific test location.

ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it shall not be utilized to determine the cost of construction nor to stand alone as a construction specification. Contractors shall verify subsurface conditions as may be appropriate prior to undertaking subsurface work.

Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations commonly exist between boring locations. Such variations may not become evident until construction. Test pits sometimes provide valuable supplemental information that derived from soil borings. If variations are then noted, the geotechnical engineer shall be contacted in writing immediately so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. ***Any significant changes of the site improvements or site conditions must be communicated in writing to the geotechnical engineer immediately*** so that the geotechnical analysis, conclusions, and recommendations can be reviewed and appropriately adjusted as necessary.

CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. ***The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.*** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications. The enclosed report may be relied upon solely by the named client.

SOIL AND ROCK CLASSIFICATION CRITERIA

SAND/SILT

N-VALUE (bpf)	RELATIVE DENSITY
0 – 4	Very Loose
5 – 10	Loose
11 – 29	Medium
30 – 49	Dense
>50	Very dense
100	Refusal

CLAY/SILTY CLAY

N-VALUE (bpf)	UNCONFINED COMP. STRENGTH (tsf)	CONSISTENCY
<2	<0.25	v. Soft
2 – 4	0.25 – 0.50	Soft
5 – 8	0.50 – 1.00	Medium
9 – 15	1.00 – 2.00	Stiff
16 – 30	2.00 – 4.00	v. Stiff
>30	>4.00	Hard

ROCK

N-VALUE (bpf)	RELATIVE HARDNESS	ROCK CHARACTERISTICS
N≥ 100	Hard to v. hard	Local rock formations vary in hardness from soft to very hard within short vertical and horizontal distances and often contain vertical solution holes of 3 to 36 inch diameter to varying depths and horizontal solution features. Rock may be brittle to split spoon impact, but more resistant to excavation.
25≤ N ≤ 100	Medium hard to hard	
5≤ N ≤ 25	Soft to medium hard	

PARTICLE SIZE

Boulder	>12 in.
Cobble	3 to 12 in.
Gravel	4.76 mm to 3 in.
Sand	0.074 mm to 4.76 mm
Silt	0.005 mm to 0.074 mm
Clay	<0.005 mm

DESCRIPTION MODIFIERS

0 – 5%	Slight trace
6 – 10%	Trace
11 – 20%	Little
21 – 35%	Some
>35%	And

Major Divisions			Group Symbols	Typical names	Laboratory classification criteria
Coarse-grained soils (More than half of material is *larger* than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gavels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than five percent……GW, GP, SW, SP More than 12 percent……GM, GC, SM, SC 5 to 12 percent……*Borderline* cases requiring dual systems**
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines	
		Gravels with fines (Appreciable amount of fines)	GW* d / u	Silty gravels, gravel-sand-silt mixtures	
			GC	Clayey gravels, gravel-sand-clay mixtures	
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	
			SP	Poorly graded sands, gravelly sands, little or no fines	
		Sands with fines (Appreciable amount of fines)	SM* d / u	Silty sands, sand-silt mixtures	
			SC	Clayey sands, sand-clay mixtures	
Fine-grained soils (More than half of material is *smaller* than No. 200 sieve size)	Silts and clays (Liquid limit less than 50)		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy, clays, silty clays, lean clays	
			OL	Organic silts and organic silty clays of low plasticity	
	Silts and clays (Liquid limit greater than 50)		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts	
			CH	Inorganic clays or high plasticity, fat clays	
			OH	Organic clays of medium to high plasticity, organic silts	
	Highly organic soils		PT	Peat and other highly organic soils	

$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_z = \frac{(D_{30})^2}{D_{10} x D_{60}}$ between 1 and 3

Not meeting all gradation requirements for GW

Atterberg limits below "A" line or P.I. less than 4

Atterberg limits above "A" line with P.I. greater than 7

Above "A" line with P.I. between 4 and 7 are *borderline* cases requiring use of dual symbols.

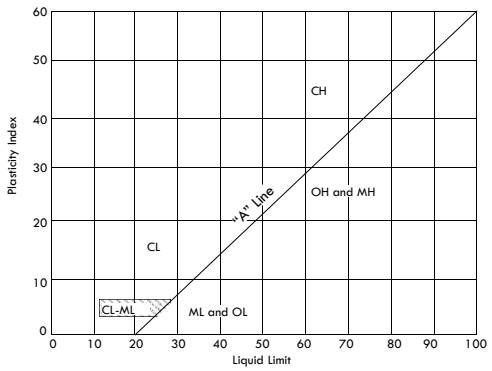
$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_z = \frac{(D_{30})^2}{D_{10} x D_{60}}$ between 1 and 3

Not meeting all gradation requirements for SW

Atterberg limits below "A" line or P.I. less than 4

Atterberg limits above "A" line with P.I. more than 7

Limits plotting in hatched zone with P.I. between 4 and 7 are *borderline* cases requiring use of dual system.



Plasticity Chart

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HOLTZ CONSULTING ENGINEERS, INC

Progress Meeting Minutes

Project: Multiple (See Below)
Date: August 22, 2023
Time: 9:00 AM
General Contractor: Florida Design Drilling Corp.
Client: Village of Palm Springs
Engineer: Holtz Consulting Engineers

1. Introduction and Sign-In:
   - *VPS: Jimmie Johnson, Paul Ward, Walter Sanchez, Andy Klausner, Eliza Hansen, Dave Burgin*
   - *JLA: Jon Friedrichs*
   - *HCE: Harrison Barron, Steve Fowler*

2. Review Minutes from Last Meeting: *N/A*

3. Meeting Discussion:
   - *Project – Replacement of Surficial Aquifer Well No. 10*
     - *Attendees reviewed the Well No. 10A Site Investigation Technical Memorandum as prepared previously by JLA Geosciences following performance of a site GPR investigation to review for potential subsurface density anomalies.*
     - *Attendees agreed that the most prudent course of action is to proceed with plugging/abandonment of Well 10A. Following plugging/abandonment of the well, site stabilization / restoration shall be performed to remediate subsurface density anomalies as identified during the GPR investigation. It was noted that these anomalies will likely naturally stabilize post-abandonment. However, it was reviewed that additional investigative excavation / backfill / compaction can be performed to accelerate any stabilization and to provide greater peace of mind. Staff also reviewed and agreed that 3-4 geotechnical borings to approx. 20' below land surface at the site anomalies should be performed to provide greater detail as to the extent of restoration requirements, if any.*
       - *HCE shall request a cost proposal from Nutting Engineers for the performance of 3-4 20' subsurface geotechnical borings for inclusion as an amendment to their existing Work Authorization.*
       - *HCE shall request a cost proposal from FDD for review/comment and for processing as a Contract Change Order. The cost proposal shall include the following work items:*
         - *Plugging/Abandonment of Well No. 10A using Neat Cement – Lump Sum*
         - *Site Stabilization (Assuming excavation / backfill / compaction to 7-ft below land surface at the site anomalies) – Lump Sum*
         - *Site Stabilization using Flowable Fill – Cost per Cubic Yard Furnished/Installed*

- *Removal of Screen and Riser Casing – Lump Sum (For Cost Review)*
  - *Attendees reviewed salvageable wellhead components. It was noted that while the well screen and riser casing may be salvageable, removal of these components may prompt further settling of the area immediately surrounding the well casing. Screen / Riser Casing are estimated to be approx. $70,000 worth of materials furnished and installed per recent bidding (VPS Well No. 9). JLA estimated that recovery of these items could cost between $20,000 - $40,000. As such, staff agreed to forego recovery of these components. Staff did note that the stainless steel wellhead casing stub-up and flange assembly shall be salvaged for use on a future project. Other I&C Equipment and Wellhead accessories shall be turned over as stored materials.*
  - *A well completion permit and a well abandonment permit will be needed for abandoning well 10A.*
- *Project – Reconstruction of Surficial Aquifer Well No. 9*
  - *Staff briefly reviewed previous bidding and noted that some materials salvaged from Well No. 10A may be used on Well No. 9 as materials furnished to the Contractor.*
- *Project – Reconstruction of Surficial Aquifer Well No. 14*
  - *Staff reviewed path forward for reviewing a temporary construction easement with the School District for rehabilitation of Well 13. VPS intends to contact the school principal.*
  - *Staff reviewed the potential for relocating Well 14 south of it's existing location in lieu of performing a re-drill. Staff noted that the well could likely be replaced a min. of 50-ft offset from the existing stormwater detention pond at the SW corner of the school's property.*
    - *Replacement in lieu of Reconstruction shifts the well further from the school building and allows for installation of the permanent standby generator at the Well 14 site (further offset from the school).*
    - *HCE shall set up a meeting with the School District to review proposed easements in advance of designing at a revised location.*

4. Next Meeting Schedule:
   Date: TBD
   Time: TBD

September 18, 2023

To: Stephen Fowler
P.E.
Holtz Consulting Engineers, Inc.
270 South Central Blvd
Suite 207
Jupiter, FL 33458

Project: VPS Replacement of Surficial Aquifer Well No. 10

Subject: Cost Proposal for Well 10A Screen Removal, Stub-Up Removal, Well Abandonment

We are pleased to offer this cost proposal to furnish all labor, equipment, and materials to remove the screen and riser, stainless steel casing stub-up, and plug and abandon well 10A for the Village of Palm Springs as described in the line items of the attached cost proposal.

Sincerely,

Brandon Holst
Vice President
Florida Drilling
561-568-1231
brandon@fldrilling.com

Village of Palm Springs
Replacement of Surficial Aquifer Well No. 10
Estimated Costs for Screen Removal, Stub-Up Removal, and Well Abandonment

Item No.	Description	Qty	Unit	Unit Price	Total Cost
~~1~~	~~Remove 16" Stainless Steel Screen and PVC Riser Casing~~	~~1~~	~~LS~~	~~$31,000.00~~	~~$31,000.00~~
2	Remove 30" 316SS Casing Stub-Up	1	LS	$ 7,000.00	$7,000.00
3	Plug and Abandonment of Well 10A and Surface Feature Restoration	1	LS	$ 23,000.00	$23,000.00
4	Extra Cement Truck for Surface Feature Restoration (Only if Necessary)	1	LS	$ 5,500.00	$5,500.00
				Total Base Cost	$66,500.00

Item No. 1 Not Used

CO #003 (Sgnd) - Well #10-Project Reconciliation_20240131

Final Audit Report 2024-02-20

Created:	2024-02-20
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATcwwagR8U38HqvPNB_4V_Us_JLFkOg-A

"CO #003 (Sgnd) - Well #10-Project Reconciliation_20240131" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-02-20 - 6:40:16 PM GMT- IP address: 151.132.2.218

Document emailed to kglas-castro@vpsfl.org for signature
2024-02-20 - 6:42:16 PM GMT

Email viewed by kglas-castro@vpsfl.org
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Signer kglas-castro@vpsfl.org entered name at signing as Kimberly Glas-Castro
2024-02-20 - 6:47:52 PM GMT- IP address: 151.132.2.218

Document e-signed by Kimberly Glas-Castro (kglas-castro@vpsfl.org)
Signature Date: 2024-02-20 - 6:47:54 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.
2024-02-20 - 6:47:54 PM GMT

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and Florida Design Drilling Corporation ("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: Replacement of Surficial Aquifer Well No. 10.

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 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

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

1. Substantial Completion: Contractor shall pay Owner $ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

A. For all Work, 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, if any: (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 any 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 ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
   b. ___ (pages ___ to ___, inclusive).
   c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 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.
8. Drawings (not attached but incorporated by reference) consisting of 19 sheets with each sheet bearing the following general title: Replacement of Surficial Aquifer Well No. 10.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to 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 561-434-5084, 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 _____ (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: Florida Design Drilling Corporation

By: _____

Title: Jeffrey Holst, Senior Vice President

(Seal)

Attest: _____

Title: Notary Public

Jeanine M Alfieri
Commission # HH 38472
Commission Expires 09-01-2024
Bonded Through - Cynanotary
Florida - Notary Public

Address for giving notices:

7733 Hooper Road

West Palm Beach, FL 33411

License No.: CGC1522104
(where applicable)

Change Order No. 1

Date of Issuance:	12/1/2022	Effective Date:	12/1/2022
Owner:	Village of Palm Springs	Owner's Task Order No.:	N/A
Contractor:	Florida Design Drilling Corp.	Contractor's Project No.:	2173
Engineer:	Holtz Consulting Engineers, Inc.	Engineer's Project No.:	N/A
Project:	Replacement of Surficial Aquifer Well No. 10	Contract Name:	Replacement of Surficial Aquifer Well No. 10

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

Description:
Change Order No. 1 includes a net contract price decrease of $16,059.65 associated with Contract/Installed Quantity Resolution (based upon installed quantities) as well as additional work proposed herein as defined below. A Contract Time Extension shall be reviewed at a later date.

Change Order No. 1 includes a contract price decrease of $78,340.00 associated with Unit Price bid items for which portions of the estimated bid quantities were not required or were required in excess of the estimated quantities during construction. Please see *Change Order No. 1 – Material Quantity Adjustment Summary* for additional details. No additional billing shall take place above/beyond bid item quantities as revised in the referenced attachment without prior written approval from the OWNER/ENGINEER.

Change Order No. 1 includes a lump sum (LS) price increase of $33,000.00 for the performance of Well No. 10A Acidization Treatment including mobilization/demobilization of treatment-specific equipment/tooling, furnishing/placing/removing 1,800 gallons of 32% HCl acid including pH adjustment in accordance with OWNER/ENGINEER direction, legal disposal, and all other incidental work required for performance of acidization treatment and post-acidization well performance evaluation. Following development of Well No. 10A, Acidization was recommended by the ENGINEER to attempt to increase production capacity of the new well.

Change Order No. 1 includes a lump sum (LS) price increase of $25,930.35 for furnishing/installing a 12" linestop, 12"x8" DI MJ Reducer, 12" MJ Gate Valve, and necessary restraints on the existing 12" CIP raw water main (RWM) to accommodate tie-in of the proposed 8" DIP RWM. This lump sum price increase also includes the performance of up to one (1) additional utility verification excavation as directed by the OWNER/ENGINEER. Restoration for all newly scoped work is included in the above price increase in accordance with Contract Specifications. Following performance of explorative utility locates, it was determined that alternative means of tying the proposed Well No. 10A 8" DIP RWM to the existing RWM would be required. The referenced LS price increase includes additional scope of work as necessary for completing tie-in.

Change Order No. 1 includes a lump sum (LS) price increase of $3,350.00 for preparation of approx. 401 LF of additional gravity sewer for installation of Cured-In-Place Pipe (CIPP) Lining under Bid Item No. 27 prior to OWNER/ENGINEER providing notification that lining of this portion of gravity sewer was no longer necessary. Preparation work included preliminary cleaning and joint testing/grouting as necessary. No joints required grouting on the referenced section of existing gravity sewer. Work on this section of existing gravity sewer was stopped following preliminary preparation, as described above, upon receipt of OWNER/ENGINEER instruction that no CIPP lining would be required.

Attachments:
Change Order No. 1 – Material Quantity Adjustment Summary
Cost Proposal for Well 10A Acidization(s), dated 10/18/2022
Cost Proposal 002 Rev, dated 11/30/2022

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 994,949.00	Original Contract Times: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: $ 0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 days
Contract Price prior to this Change Order: $ 994,949.00	Contract Times prior to this Change Order: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 days or dates
[Increase] **[Decrease]** of this Change Order: $ 16,059.65	[Increase] [Decrease] of this Change Order: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 days or dates
Contract Price incorporating this Change Order: $ 978,889.35	Contract Times with all approved Change Orders: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Harrison Barron	By:	By: Nicholas Martin
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Associate Engineer	Title Assistant Director	Title Vice President
Date: 11/30/2022	Date 12/2/22	Date 12/05/2022

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Village of Palm Springs
Replacement of Surficial Aquifer Well No. 10
Change Order No. 1 - Material Quantity Adjustment Summary

Bid Item	Description of Work	Contract Bid Quantity	Contract Ext./Installed Quantity	Unit	Unit Price	Contract Bid Value	Contract Ext./Installed Value
5	DRILL A NOMINAL 30-INCH DIAMETER BOREHOLE USING MUD ROTARY METHOD	60	48.00	FT	$300.00	$18,000.00	$14,400.00
7	FURNISH AND INSTALL 24-INCH DIAMETER SCH. 40 PVC CASING	100	88.00	FT	$200.00	$20,000.00	$17,600.00
8	CEMENT GROUT 24-INCH DIAMETER SCH. 40 PVC CASING IN PLACE	320	225.00	94 LB SKS	$50.00	$16,000.00	$11,250.00
9	DRILL A NOMINAL 22-INCH DIAMETER BOREHOLE USING REVERSE AIR METHOD	80	50.00	FT	$225.00	$18,000.00	$11,250.00
10	FURNISH AND INSTALL 16-INCH DIAMETER 316 STAINLESS STEEL WELL SCREEN	80	50.00	FT	$250.00	$20,000.00	$12,500.00
11	FURNISH AND INSTALL 16-INCH DIAMETER SDR-26 CERTAINTEED CERTA-LOK WELL RISER CASING	100	88.00	FT	$200.00	$20,000.00	$17,600.00
12*	FURNISH AND INSTALL WELL GRAVEL PACK	650	220.00	CF	$35.00	$22,750.00	$7,700.00
13	PERFORM AIRLIFT WELL DEVELOPMENT	50	57.00	HR	$250.00	$12,500.00	$14,250.00
14	PERFORM JETTING WITH SIMULTANEOUS AIRLIFT WELL DEVELOPMENT AND CLEANOUT OF BOREHOLE	50	93.50	HR	$300.00	$15,000.00	$28,050.00
15*	PERFORM PUMP DEVELOPMENT	80	156.50	HR	$300.00	$24,000.00	$46,950.00
27	CURED IN PLACE PIPE (CIPP) LINING	1200	634.00	LF	$60.00	$72,000.00	$38,040.00
28	CURED IN PLACE PIPE (CIPP) LINING 6" SEWER SERVICE LATERAL	80	0.00	LF	$496.00	$39,680.00	$0.00
					Totals:	**$ 297,930.00**	**$ 219,590.00**
					Total Material Adjustment Contract Price Adjustment:	**$**	**(78,340.00)**

**Contract Quantities extended based upon additional quantities expected to be required, as directed by OWNER/ENGINEER, to complete well construction in accordance with Contract Documents*

October 18, 2022

To: Stephen Fowler
P.E.
Holtz Consulting Engineers, Inc.
270 South Central Blvd
Suite 207
Jupiter, FL 33458

Project: VPS Replacement of Surficial Aquifer Well No. 10

Subject: Cost Proposal for Well 10A Acidization(s)

We are pleased to offer this cost proposal to furnish all labor, equipment, and materials to perform up to 3 well acidizations for the Village of Palm Springs as described in the line items of the attached cost proposal.

Sincerely,

Brandon Holst
Project Engineer
Florida Design Drilling Corporation
brandon@fldrilling.com
561-568-1231

Village of Palm Springs
Replacement of Surficial Aquifer Well No. 10
Acidization and Additional Valves Cost Proposal

Item No.	Description	Qty	Unit	Unit Price	Total Cost
1	Acidization Mobilization	1	LS	$15,000	$15,000.00
2	Well Acidization Treatment w/ 600gal 32% HCl	3	LS	$ 6,000.00	$18,000.00
				Total Base Cost	$33,000.00

FLORIDA DESIGN DRILLING CORP.
7733 Hooper Road
West Palm Beach, FL 33411

COST PROPOSAL NO. : *002 rev*

PROJECT NAME:	*Replacement of Surficial Aquifer Well No. 10*		
LOCATION:	*Palm Springs,FL*	DATE:	*November 30, 2022*
OWNER:	*Village of Palm Springs*	DRAWING NO.:	
ENGINEER:	*Holtz Consulting Engineers, Inc.*	SPEC. SECTION:	

REFERENCE: TIME & MATERIAL: _____ REQUEST FOR PROPOSAL: **X**

DESCRIPTION: *This cost proposal includes the following: furnishing and installation of 12" linestop with 24 hour rental, installation of 12"x8" MJ reducer to connect to existing raw water main, installation of 12" MJ gate valve, restrain up to 5 existing 12" raw water main joints using bell restraints, and perform one excavation for utility verification. Stone is for ditch stabilization at linestop, and sod is for restoration at bell restraint and utility verification excavations.*

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS		RATE	COST
1. DIRECT LABOR	Welder		MH	$ 140.00	$ -
1.A GENERAL LABOR:	Unskilled		MH	$ 45.00	$ -
	Skilled	*40*	MH	$ 59.00	$ 2,360.00
	Operator	*40*	MH	$ 64.00	$ 2,560.00
1.B FIELD ENGINEERING:	Foreman	*40*	MH	$ 70.00	$ 2,800.00
	Superintendent		MH	$ 105.00	$ -
	Project Engineer		MH	$ 105.00	$ -
	Project Manager	*4*	MH	$ 140.00	$ 560.00
	Vice President		MH	$ 160.00	$ -
1.C DAILY GENERAL CONDITIONS	Time Increase		DAYS		$ -
				SUBTOTAL (1)	$ 8,280.00
	SMALL TOOLS & CONSUMABLES			4%	$ 331.20
	OVERHEAD & PROFIT			15%	$ 1,291.68
				TOTAL (1)	**$ 9,902.88**

2. MATERIALS AND EQUIPMENT	DESCRIPTION	WEEKS		UNIT PRICE	COST
2.A EQUIPMENT:	*Mini Excavator*		*MNTH*	$3,600.00	$ -
			DY		$ -
			DY		$ -
			DY		$ -
			DY		$ -
			DY		$ -
			DY		$ -
			DY		$ -
			DY		$ -
			DY		$ -
			DY		$ -
				SUBTOTAL (2.A)	$ -
	FUEL (ON 2.A ONLY)			12%	$ -
2.B MATERIAL	**MATERIAL**	**UNITS NOTED**			
	Sod	*5*	*PLT*	*$250.00*	$ 1,250.00
	12x8 MJ Reducer	*1*	*EA*	*$267.75*	$ 267.75
	12 MJ Restraint	*3*	*EA*	*$235.71*	$ 707.13
	12 Gate Valve	*1*	*EA*	*$3,233.48*	$ 3,233.48
	12 Split Bell Restraint for DIP	*5*	*EA*	*$262.11*	$ 1,310.55
	#57 Stone	*1*	*LD*	*$650.00*	$ 650.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				SUBTOTAL (2.B)	$ 7,418.91
	SALES TAX (ON 2.B ONLY)			7%	$ 519.32
2.C DIRECT COSTS:				**SUBTOTAL (2)**	$ 7,938.23
	OVERHEAD & PROFIT			15%	$ 1,190.74
				TOTAL (2)	**$ 9,128.97**

3. SUBCONTRACTORS	**DESCRIPTION OF WORK**	**COST**
Rangeline	*12" Linestop including fitting and 24 hours of rental*	$ 6,570.00

	SUBTOTAL (3)	$ 6,570.00
OVERHEAD & PROFIT	5%	$ 328.50
	TOTAL (3)	**$ 6,898.50**
	TOTAL (1)+(2)+(3)	**$ 25,930.35**
Bonds & Insurance	0.0%	$ -
Permits	0.0%	$ -
	GRAND TOTAL	**$ 25,930.35**

By: _____ Engineer (Authorized Signature) Date: _____

By: _____ Owner (Authorized Signature) Date: _____

By: _____ Florida Design Drilling Corp. Date: _____

Change Order No. 2

Date of Issuance: April 6, 2023 | Effective Date:

Owner: Village of Palm Springs | Owner's Task Order No.: 242

Contractor: Florida Design Drilling Corp. | Project Bid No. (ITB #): 2021B-009

Engineer: Holtz Consulting Engineers, Inc. | Engineer's Project No.: N/A

Project: Replacement of Surficial Aquifer Well No. 10 | Contractor's Project No.: 2173

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

Description:
Change Order No. 2 includes a net contract price increase of $41,000.00 associated with additional work proposed herein as defined below. A Contract Time Extension shall be reviewed at a later date following completion of remedial work, as detailed below. Change Order No. 2 is proposed for issuance without clarification of time extension in order to expedite contract completion and prevent add. contract delays/incurred costs.

During the course of well construction, a surface feature opened approximately four feet northeast of the well. Project Hydrogeologist provided a recommendation for remediation/correction of the surface feature, prior to continuing well development/construction, including requesting unit pricing for add. line items including Furnishing and Installing 20/30 Grade Sand and Furnishing and Installing Excavatable Flowable Fill from CONTRACTOR. Proposed contract line items with unit pricing, estimated quantities, and extended value are listed below.

Item No.	Description	Qty	Unit	Unit Price	Value
37	Furnish and Install 20/30 Grade Sand	600	CF	$35	$21,000.00
38	Furnish and Install Excavatable Flowable Fill	400	CF	$50	$20,000.00
				Total:	$41,000.00

Attachments: *[List documents supporting change]*
VPS Well 10A – Request for Costs to Fill Surface Feature and Continue Jetting, dated 3/29/2023
VPS – Replacement of Surficial Aquifer Well No. 10 – Estimated Costs for Surface Feature Correction

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 994,949.00	Original Contract Times: 270 Days / 300 Days Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 dates
[~~Increase~~] [**Decrease**] from previously approved Change Orders No. 0 to No. 1 : $ 16,059.65	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 1 : Substantial Completion: 270 Ready for Final Payment: 300 days
Contract Price prior to this Change Order: $ 978,889.35	Contract Times prior to this Change Order: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 dates
[**Increase**] [~~Decrease~~] of this Change Order: $ 41,000.00	[~~Increase~~] [~~Decrease~~] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 1,019,889.35	Contract Times with all approved Change Orders: Substantial Completion: June 22, 2022 Ready for Final Payment: July 22, 2022 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Harrison Barron	By:	By: Brandon Holst
Holtz Consulting Engineers	Village Manager	Florida Design (Authorized Signature)
Title: Associate Engineer – Project Manager	Title	Title Vice President
Date: 4/6/2023	Date 4/11/2023	Date 4/10/23

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #18: *(Second Reading)* Ordinance No. 2024-03 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations

SUMMARY: Planning, Zoning & Building Staff is recommending an amendment to the Village's Code of Ordinances (Chapter 10 - Buildings and Building Regulations) by adopting, by reference, the new Florida Building Code, 8th Edition (2023), which will become effective within the State of Florida on January 1, 2024. The Florida Building Code is revised every three (3) years by the state, and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare. The 7th Edition of the Florida Building Code was adopted by the Village in 2021 (Ordinance No. 2021-01).

Additionally, the Village can provide/approve local amendments ("Chapter One Amendments") that are more specific than the Florida Building Code and are adopted concurrently to create consistency. These proposed amendments provide for local administrative regulations and requirements (i.e., enforcement mechanisms, interpretation/appeal procedures, etc.).

The Building Officials Association of Florida (BOAF) developed the proposed Chapter One Amendments as a template for local governments within Palm Beach County to address local regulations and requirements better. The Village's Interim Building Official, Wayne Cameron, served on the Advisory Board Subcommittee to develop the proposed recommendations/revisions to Chapter One of the new Florida Building Code.

As a result, the Florida Building Code, 8thEdition (2023), and the proposed "Chapter One Amendments" include amendments to the following construction standards:

- Roofing
- Energy
- Fire
- Plumbing
- Electrical
- Code Administration

Note: The Florida Building Commission updates the Florida Building Codes every three (3) years. If approved, the proposed Chapter One Amendments will be submitted to the Building Official Commission within 30 days of adoption.

The Planning & Zoning Board considered the proposed ordinance at its January 9, 2024, meeting and recommended approval.

The proposed ordinance was approved on the 1st reading by the Village Council on February 8, 2024.

FISCAL IMPACT:
The proposed ordinance does not have a direct fiscal impact on the Village.

ATTACHMENTS:
1. Proposed Ordinance No. 2024-03 - Chapter 10 - Buildings and Building Regulations

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FLORIDA BUILDING CODE 8TH EDITION (2023) AND ADOPTING LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE EFFECTIVE JANUARY 1, 2024 BY AMENDING THE VILLAGE OF PALM SPRINGS CODE OF ORDINANCES AT CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE II, "FLORIDA BUILDING CODE", DIVISION 1, "GENERALLY", SECTION 10-31, "CHAPTER ONE AMENDMENTS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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 Florida Building Commission has adopted the 8th Edition of the Florida Building Code (2023) which contains or incorporates by reference all laws and rules that pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings and structures, and the enforcement of such laws and rules; and

WHEREAS, the Florida Building Code 8th Edition becomes effective within the State of Florida on January 1, 2024; and

WHEREAS, the Village is authorized to approve local amendments to the Florida Building Code (Chapter One Amendments) that are more specific to the Village and are adopted concurrently to create consistency; and

WHEREAS, the Building Officials Association of Florida developed the proposed Chapter One Amendments as a template for local governments within Palm Beach County; and

WHEREAS, the Village's Interim Building Official assisted in the creation of the Chapter One Amendments which includes amendments to construction standards for roofing, energy, fire, plumbing, electrical, and code administration; 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 the Florida Building Code 8th Edition (2023) and the Chapter One Amendments as set forth in 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 10 of the Village of Palm Springs Code is hereby amended by amending Article II "Florida Building Code", Division 1, "Generally", Section 10-31, "Chapter One Amendments", as follows (underlined language is added and strike-through language is deleted):

ARTICLE II. – FLORIDA BUILDING CODE
DIVISION 1. – GENERALLY

Sec. 10-31. – Chapter One Amendments

The village hereby adopts the Florida Building Code 8th Edition (2023). The following chapter one amendments are hereby adopted and incorporated in this article as minimum construction standards for the village. ~~These amendments to the Florida Building Code 7th Edition (2020) are hereby adopted and incorporated in this article as the minimum construction standards for the Village~~.

Chapter 1
Scope and Administration

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:
1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 ~~Florida Building Code,~~ Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to

such inspection or permitting. ~~Further, no employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.~~

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.11and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. As provided in Chapter 10, Article 1 of the Village of Palm Springs Code of Ordinance. <u>The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.</u>

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special

code requirements, see Section 458,
Florida Building Code. Building, and Rule 61-41 *Florida Administrative Code.*

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.11 Flood Damage Prevention. Provisions of Chapter 34, Article II of the Village of Palm Springs Land Development Regulations, shall be considered part of this code relative to flood control.

101.5 Building Official. Whenever, the Building Official is mentioned in this code, it is also intended to mean the Building Official's designee, wherever applicable.

SECTION 102
APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of

Part II (Section 553.501- 553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non- wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m2) which is constructed and owned by a natural person for hunting, and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;

2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and

3. Is not connected to an off-site electric power or water supply.

(l) ~~Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.~~ A drone port as defined in s.330.41(2).

102.2.1 In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;

2. The occupancy use classification for the building or structure is not changed as a result of the move;

3. The building is not substantially remodeled;

4. Current fire code requirements for ingress and egress are met;

5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

7. ~~The requirements of Florida Building Code, Existing Building Volume, are also satisfied.~~

(See Florida Building Code, Existing Building Chapter 13, for additional requirements for Relocated or Moved Buildings)

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, ~~or~~ alteration or repair shall not exceed 1,000 square feet (93 m2) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code, and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, the Florida Fire Prevention Code, and the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building

existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances., or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.

2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103
DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Division of Building Safety (within the Planning and Zoning Department) is hereby created and the official in charge thereof shall be known as the Building Official.

103.2 Appointment. The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy Building Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official.

For the maintenance of existing properties, see the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances.

~~**103.4 Restrictions on employees. (Reserved).**~~

SECTION 104
DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such

interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The Building Official shall receive applications, review construction documents and issue permit for the erection, and alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

> **104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.** For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or

board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed alternative meets all the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code.
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
   2.1 Quality
   2.2 Strength
   2.3 Effectiveness
   2.4 Fire resistance
   2.5 Durability
   2.6 Safety

Where the alternative material, design or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

SECTION 105
PERMITS

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permits. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated. The Building Official is authorized to revoke such permit if code violations are found to exist.

105.1.3 Food permit. In accordance with 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031,

Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempts from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

Building:
1. Building permits are not required for replacement or repair work having a value of less than $1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.

2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.

3. Temporary motion picture, television and theater sets and scenery.

4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the Building Official, but they may be subject to Zoning permits.

5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.

6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.

8. Swings and other playground equipment accessory to detached one- and two-family dwelling except for the electrical service.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. The installation, replacement, removal, or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work, and a permit shall be obtained, and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official. Notification shall be given to the Building Official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water

supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the Building Official.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons, therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government’s code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a new fire protection ~~sprinkler~~ system of 49 or fewer ~~heads~~ sprinklers; and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of ~~not more than 49 heads~~ 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems, and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) “Contractor” means a person who:
1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) “Fire alarm system project” means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system which:

1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than $125,000; and
2. a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;
b. Requires a plumbing system with more than 250 fixture units; or
c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit,* a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
    a. Determine if the application is properly completed;
    b. Approve the application;
    c. Approve the application with conditions;
    d. Deny the application; or
    e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
    a. Determine if the application is properly completed;
    b. Approve the application;
    c. Approve the application with conditions;
    d. Deny the application; or
    e. Advise the applicant of information, if any, that is needed to deem the application properly

completed or to determine the sufficiency of the application.

4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
    a. Approve the application;
    b. Approve the application with conditions; or
    c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, or for any 180 day period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: “NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.”

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency’s laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers’ Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify

for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in the case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

105.4.1.6 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

105.4.2 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the

work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permi*t* is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official.

105.5.1 **Additional options for closing a permit.** Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency

determines that no apparent safety hazard exists.

For purposes of this section, the term "close" means that the requirements of the permit have been satisfied.

105.5.2 For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

105.5.3 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. A local enforcement agency has the authority to deny a new permit application from an applicant for other reasons.

105.6.1 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official may require correction or revoke the permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF

COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 "Asbestos Removal Contractor Exemption" of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant jobsite posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official , are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter

468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:
1. A substantial improvement as defined in Section 161.54, Florida Statutes, or as defined in the Florida Building Code.
2. A change of occupancy as defined in the Florida Building Code.
3. A conversion from residential to nonresidential or mixed use pursuant to Section553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.
4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of Chapter 489, Florida Statutes.
(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and
ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.
(c) “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) This section does not apply to the installation or replacement of a fire alarm, or access control system affecting required means of egress as required by Florida Building Code Chapter 10, if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low- voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.

(8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.

SECTION 106
FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m2), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107
SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application in accordance with Florida Statute 553.79. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the Building Official, in a format acceptable to the Building Official, and may require only one set of submittals.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

107.2 Construction documents. Construction documents shall be in accordance with Sections

107.2.1 through 107.2.6.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe, and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The Building Official may establish, through Departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive

membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation should fully describe the exterior wall system, which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1. Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official, from

review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the Building Official issues a permit, the construction document shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. Successor registered design professional in responsible charge licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute, and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481, Florida Statutes, shall comply with Section 481.221(6), Florida Statute, and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
Parking
Fire access
Vehicle loading
Driving/turning radius
Fire hydrant/water supply/post indicator valve (PIV)
Set back/separation (assumed property lines)
Location of specific tanks, water lines and sewer lines
Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components: Fire-resistant separations
Fire-resistant protection for type of construction Protection of openings and penetrations of rated walls
Fire blocking and draft stopping and calculated fire resistance

5. Fire suppression systems shall include Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes

Pre-engineered systems
Riser diagram

6. Life safety systems shall be determined and shall include the following requirements:
Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stair's construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:
Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Impact resistant coverings or systems
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following: Wood
Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Deck coatings
Insulation

Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:
Site requirements
Accessible route
Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:
Interior finishes (flame spread/smoke development)
Light and ventilation (including corresponding portion of the energy code)
Sanitation

12. Special systems:
Elevators
Escalators
Lifts

13. Swimming pools:
Barrier requirements
Spas
Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical
1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing
1. Minimum plumbing facilities

2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the energy calculations

2. Exhaust systems:
   Clothes dryer exhaust
   Kitchen equipment exhaust
   Specialty exhaust systems

3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces, and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation
17. Smoke and/or Fire Dampers

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition
1. Asbestos removal:

Residential (one- and two-family):
1. Site requirements:
Set back/separation (assumed property lines)
Location of septic tanks

2. Fire-resistant construction (if required)

3. Fire

4. Smoke and/or carbon monoxide alarm/detector locations

5. Egress
Egress window size and location stairs construction requirements

6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Foundation
Wall systems
Floor systems
Roof systems
Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements: show/identify accessible bath

8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)

10. Electrical**:**
Electric service riser with wire sizes, conduit detail and grounding detail
Complete load calculations, Panel schedules

11. Mechanical:
Equipment and location, Duct systems
12. Plumbing:
Plumbing riser

13. Gas:
Gas piping
Venting
Combustion air
Chimneys and vents
Appliances
Type of gas
Fireplaces

LP tank location
Riser diagram/shutoffs

14. Swimming Pools
Barrier requirements
Spas
Wading pools

Manufactured buildings/housing -
1. Site requirements
Setback/separation (assumed property lines)
Location of septic tanks (if applicable)
2. Structural:
Wind zone
Flood Anchoring
Blocking

3. Plumbing:
List potable water source and meter size (if applicable)

4. Mechanical:
Exhaust systems
Clothes dryer exhaust
Kitchen equipment exhaust

5. Electrical exteriors disconnect location:

Exemptions.
Plans examination by the *Building Official* shall not be required for the following work:
1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs (as determined by local jurisdiction)
3. Minor electrical, plumbing, and mechanical repairs
4. Annual maintenance permits
5. Prototype plans

Except for local site adaptions, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of

construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas**.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108
TEMPORARY STRUCTURES AND USES

108.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the

temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in NFPA 70.

108.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure to be removed or use to be discontinued.

SECTION 109
FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the Building Official as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall

not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The Building Official is authorized to establish and publish a refund policy through local ordinance, which is located in the village code of ordinances, ~~Village of Palm Springs Muni Code Ch 10,~~ section 10.56.

SECTION 110
INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain exposed and provided with access for inspection purposes until approved.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the Building Official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The Building Official may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance with Chapter 468 Florida Statues; <u>or licensed under Chapter 471 or 481 Florida Statutes</u>.

The Building Official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
2. For all major structural alterations;
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
4. For pile driving;
5. For buildings with an area greater than 20,000 square feet;
6. For buildings more than two stories in height; or
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance**.** Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes may perform the inspections, under the direction of and with final

certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the Building Official and including a code compliance opinion of the resident inspector. At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the Building Official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the Building Official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the Building Official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the Building Official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

110.2 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures, and sites for which an application has been filed.

110.3 Required inspections. The Building Official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

·Stem-wall

·Monolithic slab-on-grade

·Piling/pile caps

·Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the ~~Authority having Jurisdiction~~ building official.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved and shall at a minimum include the following building components:

·Window/door framing

·Window U-factor/SHGC as indicated on approved energy calculations

·Vertical cells/columns

·Lintel/tie beams

·Framing/trusses/bracing/connectors (including truss layout and engineered drawings)

·Draft stopping/fire blocking

·Curtain wall framing

·Energy insulation (Insulation R-factor as indicated on approved calculations)

·Accessibility.

·Verify rough opening dimensions are within tolerances.

·Window/door buck attachment

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance-rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

·Roof sheathing

·Wall sheathing

·Continuous air barrier

·Exterior Siding/Cladding

·Sheathing fasteners

·Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material. **Exception:** ring shank nails shall be bent over, and a new fastener installed.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

·Exterior wall coverings and veneers

·Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

·Dry-in

·Insulation

·Roof coverings (including In Progress as necessary)
·Insulation on roof deck (according to submitted energy calculation)

·Flashing

·Sheathing

5.1. Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the Building Official.

6. Final inspection. To be made after the building, including all sub-trade inspections, is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding, and main drain and prior to placing of concrete shell.

1. Steel reinforcement inspection
2. Underground electric inspection.
3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area.
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place

7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping.
9. Final Electrical inspection.
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of this code

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact resistant coverings or impact resistant systems are installed, the Building Official shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.

3. Final inspection. To be made after the building electrical system is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling

membranes.

·includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

·includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

· includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.
Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations.
Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with FBC, Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation *R*- and *U*-values, fenestration *U*-value and Solar Heat Gain Coefficient, duct system *R*-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

> **110.3.11.1 Flood hazard documentation**. If located in a flood hazard area, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *Building Official* has been received.

110.3.13 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the

Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a

building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

~~**110.9 Impact of construction.** All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage runoffs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval for the final inspection.~~

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Florida Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Florida Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2 As used in this section, the terms:

(a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481or engineer licensed under chapter 471authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such an inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3 (a) An owner or owners of a building that is three stories or more in height as

determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4 The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association.

This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the

building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and uninhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. Phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
(b) Indicate the manner and type of inspection forming the basis for the inspection report.

(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
(f) Identify and describe any items requiring further inspection.

110.9.9 Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

SECTION 111
CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name and address of the owner or the owner's authorized agent.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the ~~authority having jurisdiction~~ building official

7. The name of the Building Official.

8. The edition of the code under which the permit was issued.

9. The use and occupancy, in accordance with the provisions of Chapter 3.

10. The type of construction as defined in Chapter 6.

11. The design occupant load.

12. If an automatic sprinkler system is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building permit.

111.3 Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

SECTION 112
SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS
Construction Board of Adjustment and Appeals.

113.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The village council shall appoint the board.

113.2 Membership and terms.

(a) Membership. The construction board of adjustment and appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, if possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category or building inspectors, plans examiners, or Building Officials licensed by F.S. Chapter 468. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

(b) Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12-month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

(c) Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this Code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

(d) Secretary of board. The Building Official or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

113.3. Powers. The construction board of adjustments and appeals shall have the power, as further defined in 113.4, to hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes. The board shall constitute the local contractor regulatory board of the Village of Palm Springs pursuant to F.S. Chapter 489 for hearings on willful building violations of state licensed contractors.

113.4. Appeals/Variances.

(a) Decision of the Building Official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the Building Official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

2. The provisions of this Code do not apply to this specific case.

3. That an equally good or more desirable form of installation can be employed in any specific case.

4. The true intent and meaning of this Code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

(b) Variances. The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.

2. That the special conditions and circumstances do not result from the action or inaction of the applicant.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures or service system.

4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.

5. That the grant of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to public health, safety and general welfare.

(c) Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this Code. Violation of the conditions of a variance shall be deemed a violation of this Code.

(d) Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. The failure of an aggrieved party to file an appeal within the 30-day period shall render the appeal untimely and the appeal shall be summarily dismissed by the board and may not be heard by the board.

(e) Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

(a) Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

(b) Application for appeal.

1. All appeals of administrative decisions shall be made by completing and submitting a technically complete appeal form using forms prescribed by the village together with the payment of the appeal filing fee. The filing fee is an administrative cost that has been established by resolution of the village council and which may be amended from time to time. The aggrieved party or appellant may provide additional information and documentation in addition to the information requested on the village form. The appeal shall specify at a minimum the following:

a. A detailed description of the decision, interpretation, requirement or determination which is being appealed.
b. A copy of the written decision, interpretation, requirement or determination which is being appealed also reflects the date when such action was taken by the Building Official.

c. The form of relief that the aggrieved party ("appellant") is requesting.

d. A statement as to whether any code enforcement proceedings have been initiated by the village that involve the subject matter of the appeal and if the subject of the appeal has been heard and ruled upon by the Village's Special Magistrate.

e. The sections of the Village Code and/or the Florida Building Code that are at issue.

f. The appeal application form must be executed, sworn to under oath and notarized by the owners of at least 75 percent of the property described in the application. If the appeal is submitted by an agent of the property owner or an agent of a tenant or contract purchaser, or other person aggrieved by the decision, the appeal must be accompanied by a written power of attorney appointing the agent to act on behalf of the appellant in the proceedings. The power of attorney shall be subject to review as to form and legal sufficiency by the village attorney, and may be rejected if the document is not deemed legally sufficient in the sole discretion of the village attorney.

g. Attach all documents and other tangible evidence to support your position in the appeal.

2. If an aggrieved party/appellant fails to submit a technically sufficient appeal using the application form provided by the village, the appeal will not be scheduled for hearing until a technically complete appeal has been submitted. The submission of an appeal that is not technically sufficient, does not toll the running of the 30-day appeal period, and unless a sufficient appeal is received with the 30-day period, the appeal will be forever time barred.

3. All properties described in one application must be contiguous and immediately adjacent to one another, and the administrative official may require more than one application if the property concerned contains more than ten acres or if the fee paid for one application would not equal the cost of processing the application.

4. Only applications which the board is authorized to consider and act upon shall be accepted for filing, and no application shall be considered or construed to be filed until the required fee has been paid.

(c) Decisions. The construction board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal order or

disallowance of the Building Official or varies the application of any provision of this Code, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

113.6 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

SECTION 114
VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115
STOP WORK ORDER

115.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the Building Official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the Code. The extent of repairs shall be determined by the Building Official.

116.1.1 When the Building Official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the local government, the processes and procedures for code enforcement under Florida Statute 162 may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the Building Official shall act in the role of code inspector as authorized in Section 114 of this code to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the Building Official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the Building Official, acting as a code inspector, shall notify an enforcement board and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the Building Official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the Building Official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the Building Official shall be final in cases of emergency, which, in the opinion of the Building Official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its

removal. For this purpose, he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.3 Record. The Building Official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.4 Notice. If an unsafe condition is found, the Building Official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.

116.5 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.6 Restoration. Where the structure or equipment determined to be unsafe by the Building Official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

116.7 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in Florida Statute 162. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in Florida Statute 162 before a transfer of property, and failure to make the required disclosures creates a presumption of fraud.

116.8 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board shall be recovered where the jurisdiction prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 114 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator. If an order is

recorded in the public records pursuant to this subsection, and it has been complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public record. A hearing is not required for the issuance of such a compliance order.

116.9 Appeal. An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117
VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management, (Village of Palm Springs Code of Ordinance) Chapter 34, Article II "Floodplain Management," shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building Chapter 27.

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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. This Ordinance shall be codified in the Village's code of ordinances. Non-substantive changes to amend or identify the applicable sections, article, or division of the code may be made to this Ordinance at the time of codification.

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	☐	☐	☐
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: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #19: Resolution No.2024-07 - Residential Planned Unit Development Site Plan (SPR24-02) with Two (2) Waivers - Palm Springs Townhomes East - 3820, 3838 & 3864 Gulfstream Road *(Quasi-Judicial Hearing)*

SUMMARY: Cotleur & Hearing, agent for Palm Springs Town Homes East, is requesting a Residential Planned Unit Development Site Plan (SPR24-02) to allow the construction of 24 residential two-story townhouses, utilizing the Gulfstream Road Overlay development regulation located on three parcels that make up the site currently within the Residential Multiple-Family zoning district at 3820, 3838 and 3864 Gulfstream Road.

The property is within the Gulfstream Road Overlay (GRO) and only applies to Residential Multi-Family zoned properties fronting Gulfstream Road between Lakewood Road and Lake Worth Road. The GRO objective is to encourage residential development projects, optimize the utilization of residential properties to create a neighborhood identity, and fulfill the objectives of the Palm Springs Community Redevelopment Agency. Redevelopment in the GRO shall utilize a Key West architectural style to establish a neighborhood identity, and projects that comply with the development standards of the GRO shall be eligible for and may be granted a density bonus by the Village Council with a maximum density of 10 dwelling units per gross acre.

Some regulations of the GRO provide the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place (Gable-ends, raised seam metal roofing material or dimensional shingles, minimum two-foot overhang with exposed or decorative truss-tails, design to distinguish each unit, etc.)
- Windows shall incorporate single-hung or double-hung windows with mullions in at least one of the window frames, decorative or functional shutters mounted on the side of each window, or utilizing a "Bahama" type shutter.
- The exterior wall finish shall have a clapboard appearance utilizing wood, vinyl, Hardie Plank type of siding, or a stucco finish.
- The building color shall be a tropical light-colored pastel, all units shall include a complementary accent color, and all trim shall be white.
- Building articulation. In multi-unit buildings, the facade should vary by articulating individual units, using different paint colors for each unit, or using other architectural treatments.
- At least 20 percent of the project site shall be designed for active or passive recreation activities.

The applicant proposes the development of a 2.48-acre parcel with the construction of 24 two-story fee-simple townhomes within four (4) buildings, utilizing the GRO development standards. The community will have two access driveways via the existing Gulfstream Road right-of-way. The buildings will be configured with three (3) two-story townhome structures, each building with six (6) attached units. The townhomes will be three-bedroom homes with a one-car garage and a driveway with space for one car. A centralized open grass area is proposed for lawn games and/or leisure time.

Additionally, the applicant is seeking the following waivers:

Waiver #1: The applicant requests a waiver relief from Sec. 34-1063(a)(1) to allow a sidewalk on one side of the private street - along the north side of the south entrance and the south side of the north entrance.
Waiver #2: The applicant is requesting a waiver relief from Sec. 34-162(b)(2) to reduce the required landscape buffer from 10' wide to 5' within 24 linear feet of the south and north property lines (at each end of the internal drive aisle).

The Planning & Zoning Board considered this application during their February 13, 2024, meeting and recommended approval.

The Planning, Zoning & Building Staff does not object to the Residential Planned Unit Development Site Plan and recommends conditional approval of the proposed project subject to the conditions listed on the Staff Report.

FISCAL IMPACT:
The proposed project is expected to have a fiscal impact on the Village as it would enhance the Village's assessed property valuation. This project, if approved, would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:
1. Proposed Resolution No. 2024-07 - Residential Planned Unit - (SPR24-02) 3820, 3838 & 3864 Gulfstream Road
2. Exhibit "A" Staff Report
3. Justification Statement
4. Site Plan, Landscape Plans, Architectural Plans and Letters
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2024-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS A SITE PLAN (SPR24-02) WITH TWO (2) WAIVERS FOR THE CONSTRUCTION OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT PROJECT CONSISTING OF TWENTY FOUR (24) TWO- STORY FEE-SIMPLE TOWNHOMES ON THE RESIDENTIAL MULTI- FAMILY PARCEL (2.48 GROSS ACRE), LOCATED AT 3820, 3838 & 3864 GULFSTREAM ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cotleur & Hearing, Agent for Palm Springs Town Homes East ("Applicant") is requesting a Site Plan Approval (SPR24-02) for a Residential Planned Development Project with two (2) waivers; and

WHEREAS, the proposed project is 2.48 gross acres (gross area), located at 3820, 3838, & 3864 Gulfstream Road; and

WHEREAS, the Applicant is requesting the following two (2) waivers:

1) Requesting a waiver from Sec. 34-1063(a)(1) to allow a sidewalk on one side of the private street – along the north side of the south entrance and the south side of the north entrance.

2) Requesting a waiver from Sec. 34-162(b)(2) to reduce the required landscape buffer from 10' wide to 5' within 24 linear feet of the south and north property lines (at each end of the internal drive aisle); and

WHEREAS, the recommendation of the Planning, Zoning and Building Department is to approve this application subject to all conditions set forth in its staff report; and

WHEREAS, the Planning & Zoning Board ("Board") heard and considered these requests during its February 13, 2024, meeting, and the Board's recommendation has been forwarded to the Village Council; and

WHEREAS, the Village Council has heard the request for the site plan and two (2) waivers 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 having otherwise been fully informed regarding this matter, hereby makes the final decision as set forth herein.

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

Resolution No. 2024-07 – Residential Planned Dev. Site Plan – (SPR24-02) and two (2) Waivers – Relief from Sec. 34-1063(a)(1) and Sec. 34-162(b)(2) – 3820, 3838 & 3864 Gulfstream Road – Palm Springs Townhomes East

Section 1. The Village Council having received and considered the Applicant's request for approval of Site Development Plan (SPR24-07) and two (2) waivers within the proposed Residential Planned Development,

_____Having been otherwise fully apprised of the premises herein and having considered the sworn testimony and other evidence presented at public hearing in light of all the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code, the Village Council hereby approves the said application with all conditions set forth in the Village Staff report, which is attached hereto as Exhibit "A" and incorporated herein by reference.

OR

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby denies the application, finding that all the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code have not been met, and the requested waivers have not been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-1063(c), for the following reason(s):

_____

_____

_____

Notwithstanding any exceptions, conditions or other approvals granted herein, the A pplicant 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	^	^	^
KIM SCHMITZ, COUNCIL MEMBER	^	^	^
GARY READY, COUNCIL MEMBER	^	^	^

The Mayor thereupon declared the Resolution duly passed and adopted this _____day of_____2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Residential Planned Unit Development Site Plan – 3820, 3838 & 3864 Gulfstream Road – Palm Springs Town Homes East

Application Summary			
Applicant / Petitioner	Cotleur & Hearing	**Submittal Date**	10/28/2022
Reference Name	Palm Springs Townhouses East	**Case Number**	**SPR24-02**
		Parcel Control No	70-43-44-19-11-002-0082, 70-43-44-19-11-002-0070, 70-43-44-19-11-002-0060
Location	Assembly of the properties 3820, 3838 & 3864 Gulfstream Road	**Site Area**	2.48 gross acres
P&Z Bd Meeting	February 13, 2024	**Council Meeting**	March 14, 2024

Requests	
Proposed Use(s)	PUD Site Plan to allow the construction of 24 residential units within 4 two-story fee-simple townhouse buildings.
# of buildings	4 two-story fee-simple townhomes buildings 21,428 SF

Waiver Request

1. Sec. 34-1063(a)(1) - Required a sidewalk on both sides of a street or primary driveway. Waiver requested to allow a sidewalk on one side of the private street on the North side of the South entry street and the South side of the North entry street.

2. Sec. 34-162(b)(2) – Required a ten-foot-wide buffer. Waiver requested to reduce the required landscape buffer from ten-foot wide to five-foot within 24 linear feet of the South and North property lines (at each end of the internal drive aisle).

Setbacks		
Direction	**Proposed**	**Required**
North & South (interior side)	25’	20’
East (rear)	25’	20’
West (front)	25.1’	25’

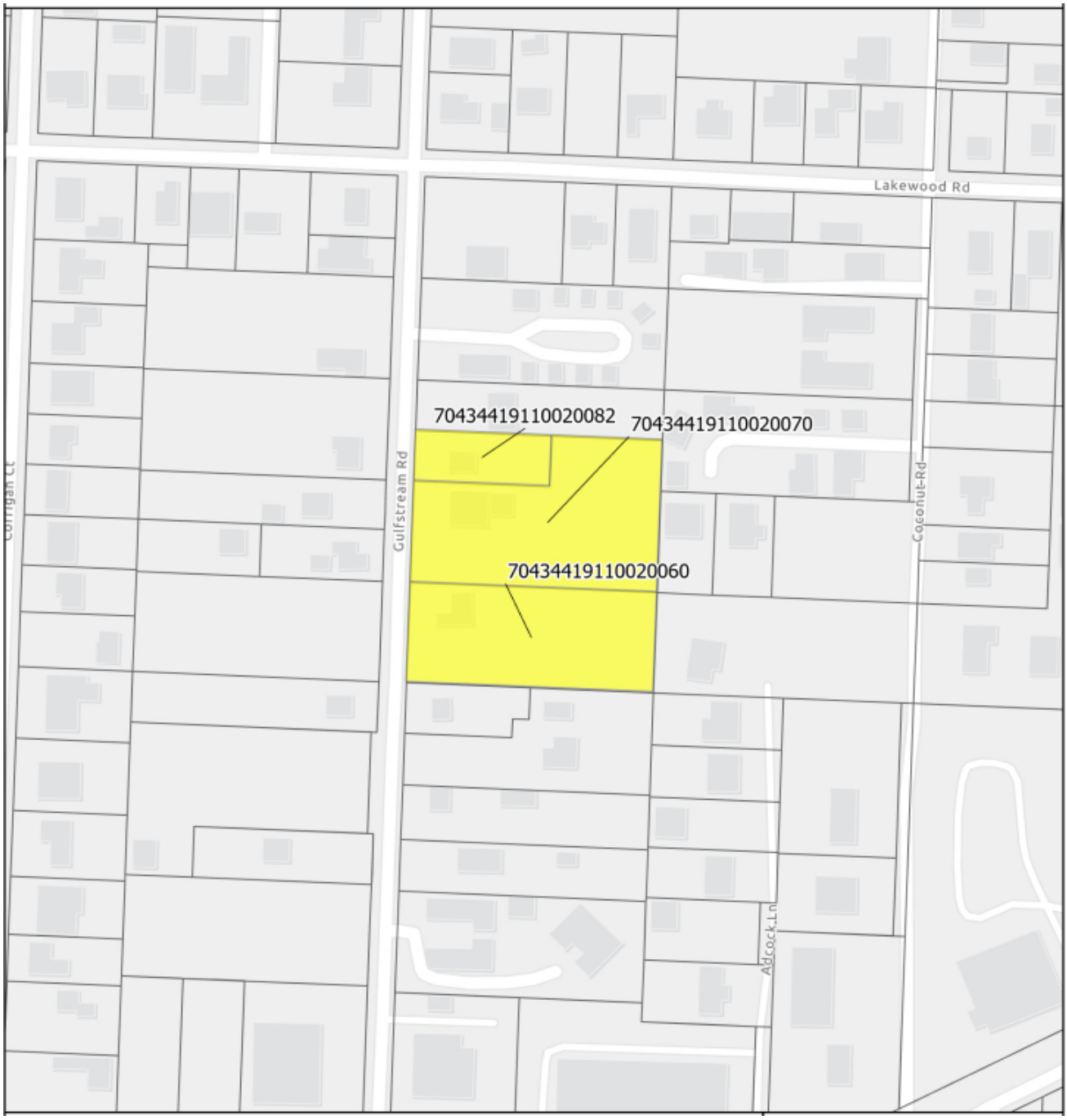
Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Parking	2.5/ unit + 25% guest **Total of 75 parking needed**	**Total of 77 parking spaces**	Yes

Site Characteristics			
Existing Use	Single -Family residences	**Proposed Use**	Residential
Existing Zoning	Residential Multi-Family (RM)	**Existing Future Land Use**	Low Density Residential

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Single Family Residence	Low Density Residential	Residential Multiple-Family (RM)
South	Multi-Family Residence	Low Density Residential	Residential Multiple-Family (RM)
East	Multi-Family Residential	Low Density Residential	Residential Multiple-Family (RM)
West	Multi-Family Residential	Low Density Residential	Residential Multiple-Family (RM)

Residential PUD Site Plan – 3820,3838 & 3864 Gulfstream Road - Palm Springs Town Homes East

Recommendation
Planning, Zoning & Building Staff recommends conditional approval of the proposed PUD Site Plan for the construction of 24 residential dwelling units within 4 two-story townhome buildings.



I. Site History

- Ordinance 2012-03: Annexation

The properties were voluntarily annexed into the Village of Palm Springs as developed parcels on January 26, 2012, and designated with the Land Development as Residential Multi-Family zoning districts and Future Land Use of Low Density Residential.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Low Density Residential and Residential Multi-family (RM), respectively. The property is located within the Gulfstream Road Overlay (GRO) which is only applicable to Residential Multi-Family zoned properties fronting Gulfstream Road between Lakewood Road and Lake worth Rd. The GRO was created as an effort to encourage residential redevelopment, optimization of residential properties and creation of a neighborhood identity within the area.

The project is proposed to be a fee-simple townhomes community. The site plan emphasizes multiple-family residences, while preserving and protecting the residential character of the village and the GRO district. The proposed site plan for the construction of 24 multi-family fee-simple units is a permitted use and is generally consistent with goals, objectives, and policies of the Village's Comprehensive Plan specifically "Objective R".

The **Gulfstream Road Overlay** intent is to provide special development regulations for the development and redevelopment of high-quality multifamily residences at a density, scale, and mass complementary to the existing neighborhood character and incorporating the Key West architectural style to establish a neighborhood identity.

In addition to the regulations specified herein for the GRO, all lot and building requirements of the underlying RM zoning district and all other applicable standards in these land development regulations shall apply; where there is a conflict between the GRO standards and other land development regulations, the GRO standards shall apply.

Residential projects that comply with the development standards of the GRO are eligible for and may be granted a density bonus by the Village Council, without the need for a future land use map amendment. The maximum density for a GRO development project shall be 10 dwelling units per gross acre consistent with the maximum intensity of the Medium Density Residential land use category.

The GRO provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place (Gable-ends, Raised seam metal roofing material or dimensional shingles, minimum two-foot overhang with exposed or decorative truss-tails, design to distinguish each unit, etc.)

- Windows shall incorporate single-hung or double-hung windows with mullions in at least one of the window frames, decorative or functional shutters mounted on the side of each window or utilizing a "Bahama" type shutter.

- Exterior wall finish shall be comprised of clapboard appearance utilizing wood, vinyl or hardi-plank type of siding, or a stucco finish.

- Building color shall be a tropical light-color pastel, and all units shall include a complementary accent color and all trim shall be white.

- Building height maximum 35 feet to the top of beam of the third floor. Three-stories maximum.

- Building articulation. There shall be variation in the building façade of multi-unit buildings which may be accomplished by articulating individual units, using a different paint color for each unit, or other similar architectural treatment.

- Maximum building width shall be 150 feet.

- A minimum of 20 percent of the project site shall be designed for active or passive recreation activities.

III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: The applicant is requesting a waiver relief from Sec. 34-1063(a)(1) to allow a sidewalk on one side of the private street on the North side of the South entry street and the South side of the North entry street.

Waiver #2: The applicant is requesting a waiver relief from Sec. 34-162(b)(2) to reduce the required landscape buffer from ten-foot wide to five-foot within 24 linear feet of the South and North property lines (at each end of the internal drive aisle).

The applicant's full justification to the waivers is attached hereto.

a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.

The waiver request to reduce the landscape buffer along the required t-turnaround is consistent with the intent and goals of both the Comprehensive Plan and Land Development Code. Additionally, we are also requesting a waiver to allow a sidewalk on one side of the private street on the North side of the South entry Street and on the South side of the North entry street, this is all in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code.

b. The request results from innovative design in which other minimum standards are exceeded.

We are only requesting a waiver to reduce the required 10'ft landscape to 5' ft along the t-turn around as required by fire which is 24 linear feet for each turnaround. The reduction of the one sidewalk at the North entry and South Entry streets are the minimum standards are met.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Allowing the waiver will result in preservation of valuable natural resources, including drainage and recharge areas.

d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Granting of the waiver will allow for fire safety requirements for the public benefit. It will also not take away from any green space or issues with pedestrian connectivity.

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

The granting of the waiver still provides adequate screening adjacent properties.

f. Economic hardship may not be used to justify waivers.

There are no economic hardships.

g. The result is compatible with existing and potential land uses adjacent to the development site.

The waiver is consistent with the adjacent area.

h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

No applicable to this request.

I. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

No applicable to this request.

Staff support the applicant request based on the intent of the applicant to encourage residential development optimizing the residential properties and creating a neighborhood identify in compliance with the objectives of the Gulfstream Road Overlay district.

IV. Neighborhood Compatibility

1) The proposed project is located on the north side of Lake Worth Road and south of Lakewood Road.
2) Surrounding properties are generally residential use.
3) A mix of different uses like general retails, restaurants, grocery supermarket and professional offices are located on the proximities along Lake Worth Road.
4) The Village Center is located within 1 mile.
5) Available public transportation on Lake Worth Road and South Military Trail are existing within less than 1 mile from the property.
6) The proposed residential townhomes are permitted within the Residential Multi-Family zoning district and within the Gulfstream Road Overlay.

V. Regulatory Issues

• The site plan generally conforms to the property development standards of the Gulfstream Road Overlay and RM district.

1) Proposed project generally meets required site development regulations.
2) A demolition permit shall be submitted to the Planning, Zoning and Building department for the demolition of the residential structured that are currently on the properties.
3) 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.
4) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
5) The Final Plat shall be approved and recorded **prior to any individual sales**.
6) 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 February 1, 2024
- Public Notification letters were mailed to all property owners within 300 feet radius of subject

property on February 1, 2024.
- Legal advertisement was published in the paper on February 1, 2024.
- 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 October 28, 2022 depicts the following:

- An application submitted for a Residential Site Development Plan to allow the construction of 24 residential dwelling units within 4 two-stories townhomes buildings utilizing the Gulfstream Road Overlay regulations.
    1. Site Plan dated received on October 28, 2022, revised, and resubmitted on January 18, 2024.
    2. Landscape plans dated received October 28, 2022, revised, and resubmitted on January 18, 2024.
    3. Engineering plans dated received October 28, 2022, revised, and resubmitted on January 18, 2024.
    4. Architectural plans dated received October 28, 2022, revised, and resubmitted on January 18, 2024.
    5. Photometric plan.
    6. Boundary survey.
    7. Project narrative and justification statements.
    8. Traffic study.

IX. Recommendation

The property is located on 3 parcels that make up the site currently within the Residential Multiple-Family zoning district and have a Low-Density Residential Land Use designation. Additionally, the property is located within the Gulfstream Road Overlay (GRO) district which it was adopted by the Village Council on November 12, 2020.

The GRO objective is to encourage residential development projects optimizing the utilization of residential properties to create a neighborhood identity and fulfill objectives of the Palm Springs Community Redevelopment Agency. Redevelopment in the GRO shall utilize a Key West architectural style to establish a neighborhood identity and, project that comply with the development standards of the GRO, shall be eligible for and may be granted a density bonus by the Village Council with a maximum density of on 10 dwelling units per gross acre.

The applicant is proposing the development of a 2.48 acres parcel with the construction of 24 two-story fee-simple townhomes within 4 buildings utilizing the GRO development standards. The community will have two access driveways via the existing Gulfstream Road right-of-way. The buildings will be configured with 3 two-story townhome structures and each building with 6 attached units. The townhomes will be three-bedroom homes with a one car garage and a driveway with space for one car. A centralized open grass area is proposed for lawn games and/or leisure time.

Staff has found the proposed PUD Site Plan to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan and the Gulfstream Road Overlay. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The new project does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Residential Planned Unit Development Site Plan with two waivers subject to the following Forty-one (41) conditions below and a suggestion for a voluntary monetary contribution, requested by the School District to mitigate school impacts:

Note: One condition was added at the Planning & Zoning Board on February 13, 2024.

1. Build out date December 31, 2027.
2. A Unity of Title to unify the 3 parcels into 1 property shall be approved and recorded **prior to the issuance**

of any building permit.

3. Garages shall be used as a parking only. The standard HOA covenants/deed restriction shall prohibit the conversion of garages into habitable spaces or use as non-vehicular storage.
4. The HOA covenants/deed restrictions shall prohibit the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
5. The legal instruments providing parking restrictions, shall be reviewed and approved by the Village Attorney and PZB Director **prior to issuance of the first building permit**.
6. Only one vehicle shall be parked in the driveways overnight and shall not be permitted to park on or block any sidewalk or drive isles.
7. No parking shall be allowed, under any circumstances, along the drive aisle. Residents and guest parking shall only occur within designated parking stalls, private driveways and private garages.
8. Failure of HOA to enforce provisions herein (including violation(s) by unit owners) may result in code enforcement action against the HOA for the violation(s).
9. The Owner and/or Developer shall maintain common facilities in perpetuity. Common facilities include but are not limited to roads, sidewalks, parking areas, driveways, landscaping, benches, mailboxes, trash cans, bike racks, etc.
10. The final plat shall be approved and recorded **prior to the sale of any individual townhome**.
11. No signs are proposed as part of this application.
12. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Public Service Director **at time of permitting**.
13. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
14. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
15. Demolition permits are required to be obtain with the Planning, Zoning and Building Department to remove the existing structures from the property.
16. Bike racks shall accommodate 24 bicycles.
17. All electric utilities shall be underground.
18. 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 the issuance of the 24th Certificate of Occupancy**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
19. Any existing or proposed utility box/cabinet shall be screened from view and shall be wrapped with a match design accordingly with the existing/proposed location **at time of landscaping inspections**.
20. A root barrier shall be provided on trees that are within 12' of utility lines.
21. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
22. All mechanical equipment's and above-ground infrastructure shall be screened from view.
23. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village. Each trash can and recycle bins shall be located inside the garages after picked up.
24. The mail pickup and delivery system shall be approved by the United States Postal Service.
25. Provide permits from all applicable permitting agencies, including but not limited to, PBC and Village of Palm Springs **at the time of permitting** and **prior to commencing any construction activities.**
26. 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 and conditions of approval.
27. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department **at time of permitting.**
28. A stabilized surface shall be provided at all times during construction for access by emergency vehicles.
29. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Department

prior to commencement of any construction activity. 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. 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.
32. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
33. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
34. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
35. Photometrics must be certified by an engineer **prior to CO**.
36. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
37. 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.
38. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
39. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
40. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.
41. An updated SCAD letter shall be submitted **prior to the Council meeting on 03/14/2024**.

42. The School District has requested the Applicant offer a voluntary commitment to make a contribution of $73,854.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on November 2, 2022.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
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PALM SPRINGS TOWNHOUSES

3820, 3838, 3864 Gulfstream Road

JUSTIFICATION STATEMENT

October 25, 2022
Revised May 15, 2023
January 25, 2024
February 12, 2024

REQUEST

On behalf of the property owner, 3860 Canal 9 Rd LLC, Cotleur & Hearing is requesting Major site plan approval for the project known as "Palm Springs Townhouses-3820,3838,3864 Gulfstream Road". The site is in the Land Use Designation of Low Density Residential and RM (Residential Multiple-Family) zoning district. The project site will consist of twenty-four (24) multi-family dwellings, each 2 stories in height. The subject site is in the Gulfstream Road overlay.

LOCATION

The property is 2.476 acres and .119 miles north of Lake Worth Road and Gulfstream Road, directly East on Gulfstream Road. The site address is 3820, 3838, 3864 Gulfstream Road, Palm Springs, FL 33461. PCNs: 70-43-44-19-11-002-0082, 70-43-44-19-11-002-0070,70-43-44-19-11-002-0060.

APPROVAL

The Major Site Plan Application is consistent with the goals and regulations set forth in the Palm Springs zoning code and Comprehensive plan. The subject site is located within the RM (Residential Multiple-Family) zoning district and meets or exceeds the property development regulations. The project site will consist of twenty-four (24) multi-family dwellings. The development will be a fee simple method. The site plan emphasizes multiple-family residences, while preserving and protecting the residential character of the village and the GRO (Gulfstream Overlay) district.

Section 34-1323

Per Article 6, division 7, under Supplemental District Regulations, Section 34-1323 Gulfstream Road overlay, the permitted use within that overlay is Multiple family dwellings units.

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

Section 34-1324

The site plan and architectural renderings incorporate the Development Standards listed Section 34-1324 incorporating the required elements of the building and site design. Each unit provides a front porch and does not exceed 35' ft in height.

The applicant is proposing a mix of active and passive recreation activities that consist of 20% of the overall acreage of the site as required in Section 34-1324.

Section 34-1324.1

The applicant will be utilizing the density bonus as per Section 34-1324.1 pursuant to the GRO (Gulfstream Overlay) provisions of the comprehensive plan, but it will not exceed ten dwelling units per acre. The overall site will complement the surrounding development on Gulfstream Road and the village.

Sec. 34-1063 (a) (1)

The Applicant will be requesting a waiver for the required a sidewalk on both sides of a street or primary driveway. The waiver request is to not provide a sidewalk on the entire north side of the main private street.

PALM SPRINGS CRA

Section 14- Consistency with community Redevelopment Plan

1. Improving Utilities and Infrastructure
   RESPONSE: The proposed project, "Palm Springs Townhouses-3820,3838,3864 Gulfstream Road," is fully aligned with the objectives of the Palm Springs Community Redevelopment Agency (CRA) regarding the improvement of utilities and infrastructure. Acting on behalf of the property owner, 3860 Canal 9 Rd LLC, Cotleur & Hearing is seeking Major site plan approval for this development located within the Low Density Residential Land Use Designation and RM zoning district.

   With a plan to construct twenty-four (24) multi-family dwellings, each two stories in height, the project site falls within the Gulfstream Road overlay. Through this development, we are committed to enhancing utilities and infrastructure in the Palm Springs community. Our approach involves integrating modern utility systems and infrastructure enhancements to support the increased residential capacity.

Furthermore, our project adheres to sustainable development practices, including water conservation measures and energy-efficient design elements, which contribute to the overall improvement of utilities and infrastructure. Additionally, the increase in housing density facilitated by the multi-family dwellings aligns with the efficient use of existing infrastructure resources, thus promoting sustainability and long-term viability.

By investing in the enhancement of utilities and infrastructure, the "Palm Springs Townhouses-3820,3838,3864 Gulfstream Road" project embodies our dedication to supporting the objectives outlined by the Palm Springs CRA. We are committed to creating a development that not only meets the needs of residents but also contributes positively to the overall improvement of utilities and infrastructure in the Palm Springs community.

2. Expanding Job Development and Economic Growth
   RESPONSE: The proposed project, "Palm Springs Townhouses-3820,3838,3864 Gulfstream Road," is in line with the goals of the Palm Springs Community Redevelopment Agency (CRA) regarding expanding job development and economic growth. Acting on behalf of the property owner, 3860 Canal 9 Rd LLC, Cotleur & Hearing is seeking Major site plan approval for this development situated within the Low-Density Residential Land Use Designation and RM zoning district.

   With plans to construct twenty-four (24) multi-family dwellings, each two stories in height, the project site falls within the Gulfstream Road overlay. This development initiative will directly contribute to job creation and economic growth in the Palm Springs community. During the construction phase, employment opportunities will arise in various fields, including construction, architecture, engineering, and related services.

   Furthermore, the completed project will stimulate economic growth by increasing the demand for local goods and services, thereby supporting businesses in the area. The influx of residents into the newly constructed multi-family dwellings will further contribute to economic activity, as they patronize local businesses and contribute to the local economy.

   By facilitating job development and economic growth, the "Palm Springs Townhouses-3820,3838,3864 Gulfstream Road" project aligns with the objectives outlined by the Palm Springs CRA. We are committed to creating opportunities for employment and fostering economic prosperity in the Palm Springs community through this development initiative.

3. Enhancing Public Safety
   RESPONSE: The proposed project, "Palm Springs Townhouses-3820,3838,3864 Gulfstream Road," underscores a commitment to enhancing public safety in accordance

with the objectives of the Palm Springs Community Redevelopment Agency (CRA). Acting on behalf of the property owner, 3860 Canal 9 Rd LLC, Cotleur & Hearing is requesting Major site plan approval for this development situated within the Low Density Residential Land Use Designation and RM zoning district.

Comprising twenty-four (24) multi-family dwellings, each spanning two stories in height, the project site falls within the Gulfstream Road overlay. Through this development, we prioritize the implementation of safety measures that promote a secure environment for residents and the surrounding community. This includes incorporating features such as well-lit pathways, designated parking areas, and landscaping that enhances visibility and deters illicit activities.

Furthermore, our project adheres to building codes and regulations aimed at ensuring structural integrity and fire safety. We will collaborate with local authorities and stakeholders to implement additional safety measures as necessary, such as security patrols or surveillance systems, to further enhance public safety within the vicinity.

By fostering a safe and secure living environment, the "Palm Springs Townhouses-3820,3838,3864 Gulfstream Road" project contributes to the overarching goal of enhancing public safety as outlined by the Palm Springs CRA. We are dedicated to prioritizing the well-being and security of residents and the community, creating a development that promotes peace of mind and a sense of security for all.

4. Increasing and Maintaining Workforce Housing
   RESPONSE: The proposed project, "Palm Springs Townhouses-3935 Gulfstream," aligns with the goals of the Palm Springs Community Redevelopment Agency (CRA) by addressing the need for increasing and maintaining workforce housing. On behalf of the property owner, 1185 N Benoist Farms Rd 106 LLC, Cotleur & Hearing is seeking Major site plan approval for this development situated within the Low-Density Residential Land Use Designation and RM zoning district.

   Comprising nine (9) multi-family dwellings, each spanning two stories in height, the project site falls within the Gulfstream Road overlay. The creation of these multi-family units directly contributes to the expansion of workforce housing options within the Palm Springs community. By providing affordable and accessible housing opportunities, we aim to support the local workforce by enabling individuals and families to live in proximity to their places of employment.

   Furthermore, the inclusion of multi-family dwellings in this development caters to a diverse range of housing needs, including those of essential workers, service industry

professionals, and others vital to the economic fabric of Palm Springs. Our project underscores our commitment to increasing and maintaining workforce housing, thereby fostering a vibrant and inclusive community in alignment with the objectives outlined by the Palm Springs CRA. We are dedicated to addressing the housing needs of the local workforce and contributing to the overall well-being and prosperity of the Palm Springs area.

5. Advancing the Partnership with Palm Beach County

   RESPONSE: The proposed project, "Palm Springs Townhouses-3935 Gulfstream," exemplifies a commitment to advancing the partnership with Palm Beach County in accordance with the objectives of the Palm Springs Community Redevelopment Agency (CRA). On behalf of the property owner, 1185 N Benoist Farms Rd 106 LLC, Cotleur & Hearing is seeking Major site plan approval for this development situated within the Low-Density Residential Land Use Designation and RM zoning district.

   Comprising nine (9) multi-family dwellings, each spanning two stories in height, the project site falls within the Gulfstream Road overlay. By undertaking this development, we aim to enhance the collaborative relationship between the Palm Springs community and Palm Beach County. Through adherence to county regulations and standards, as well as collaboration with local authorities and stakeholders, we are committed to ensuring that the "Palm Springs Townhouses-3935 Gulfstream" project contributes positively to the broader goals of the county.

   Moreover, the proposed multi-family dwellings address the need for diverse housing options within Palm Beach County, aligning with county-wide initiatives aimed at promoting inclusive and sustainable communities. By fostering a partnership with Palm Beach County, we aspire to leverage resources and expertise to create a development that enhances the overall quality of life for residents while adhering to the vision outlined by the Palm Springs CRA. We are dedicated to advancing this partnership and contributing to the mutual prosperity of Palm Springs and Palm Beach County.

WAIVERS

Sec. 34-875. - Waivers

Pursuant to Section 66-57.3- Requests for waivers shall be submitted in writing and shall address each of the following criteria:

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561.747.6336 561.747.1377

a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.

RESPONSE: The waiver request to reduce the landscape buffer along the required t-turnaround is consistent with the intent and goals of both the Comprehensive Plan and Land Development Code. Additionally, we are also requesting a waiver to allow a sidewalk on one side of the local street on the North side of the South entry Street and to allow a sidewalk on one side of the local street on the South side of the North entry street, this is all in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code.

b. The request results from innovative design in which other minimum standards are exceeded.

RESPONSE: We are only requesting a waiver to reduce the required 10'ft landscape to 5' ft along the t-turn around as required by fire which is 24 linear feet for each turnaround. The reduction of the one sidewalk at the North entry and South Entry streets are the minimum standards are met.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

RESPONSE: Allowing the waiver will result in preservation of valuable natural resources, including drainage and recharge areas.

d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

RESPONSE: Granting of the waiver will allow for fire safety requirements for the public benefit. It will also not take away from any green space or issues with pedestrian connectivity.

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

RESPONSE: The granting of the waiver still provides adequate screening adjacent properties.

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561.747.6336 561.747.1377

f. economic hardship may not be used to justify waivers.

RESPONSE: There are no economic hardships.

g. The result is compatible with existing and potential land uses adjacent to the development site.

RESPONSE: Th waiver is consistent with the adjacent area.

h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

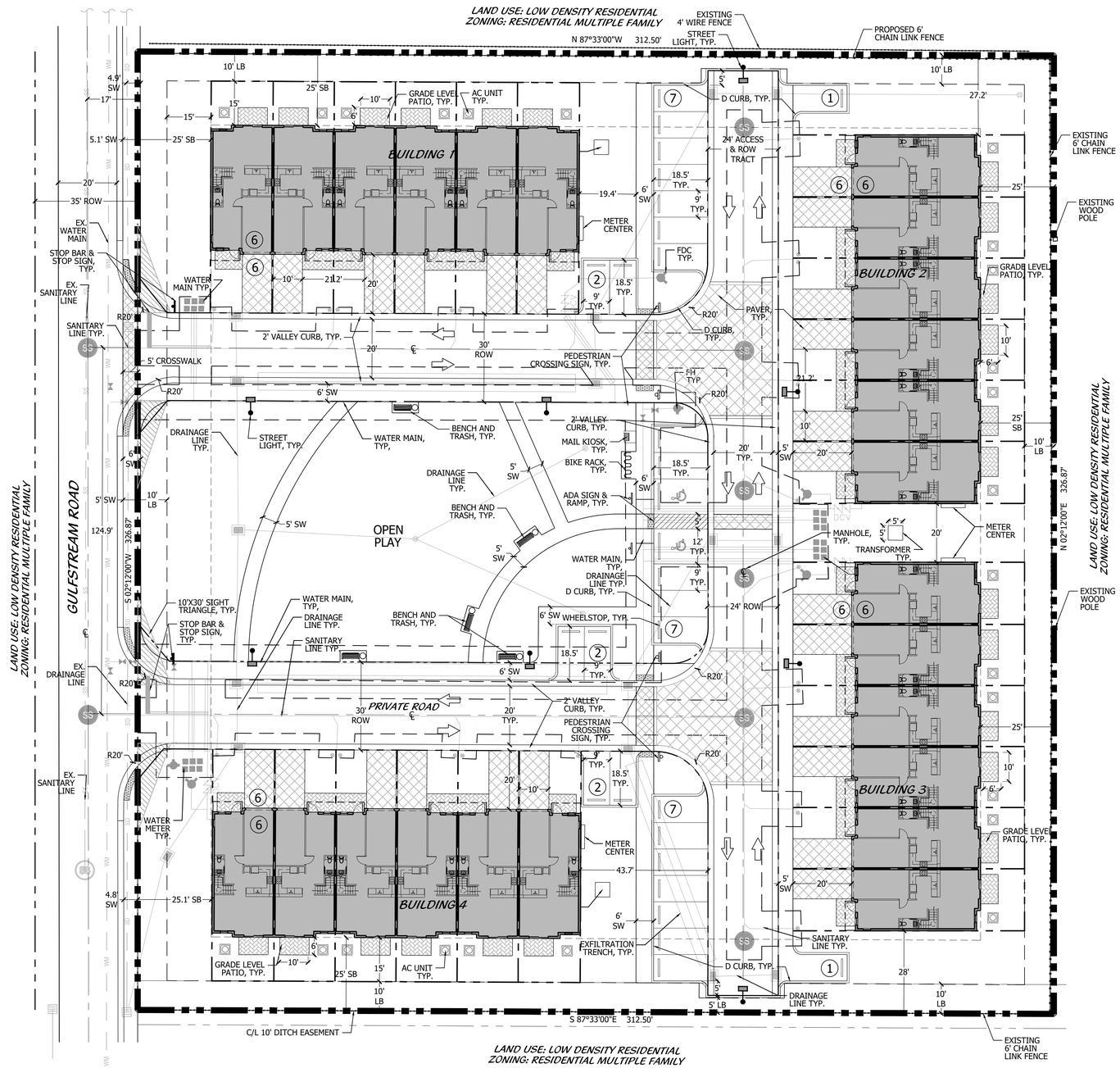
RESPONSE: No applicable to this request.

I. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

RESPONSE: No applicable to this request.

CONCLUSION

The owner and the development team are available to answer any questions staff might have and provide necessary information to supplement the information provided in the submittal. Please do not hesitate to contact Jeanne Ducharme of Cotleur & Hearing 561.747.6336 ext.105 if additional information is required.



SITE DATA

NAME OF PROJECT	Palm Springs Townhomes
PROPERTY CONTROL NUMBERS	70-43-44-19-11-002-0082 70-43-44-19-11-002-0070 70-43-44-19-11-002-0060
FEMA FLOOD ZONE TRAFFIC ANALYSIS ZONE	X500
EXISTING LAND USE DESIGNATION EXISTING ZONING DISTRICT	LOW DENSITY RESIDENTIAL RM - RESIDENTIAL MULIPLE-FAMILY
FUTURE LAND USE DESIGNATION PROPOSED ZONING OVERLAY DISTRICT	LOW DENSITY RESIDENTIAL RM - RESIDENTIAL MUTIPLE FAMILY GULFSTREAM RD OVERLAY
MAXIMUM BUILDING HEIGHT NUMBER OF STORIES NUMBER OF BUILDINGS	35' 2 4
TOTAL SITE AREA	**2.48 AC** **107,868.00 SF**

BUILDING DATA

NUMBER OF MULTIFAMILY UNITS	24
PROJECT DENSITY	9.68 DU/AC

LAND USE	SF	AC	%
BUILDING LOT COVERAGE	21,428	0.49	19.86%
VEHICULAR USE AREA	28,918	0.62	24.95%
OPEN SPACE	59,479	1.37	55.14%
TOTAL	**107,824**	**2.48**	**99.96%**

OPEN SPACE	MIN	PROV
	20% OS/RC	55.14%
	21,573.60	59,478.77

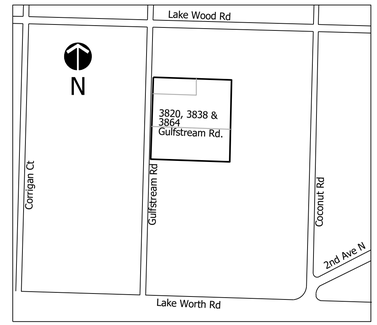
RECREATION	MIN	PROV
	20% OS/RC	25.15%
	11,895.75	14,956.51

LOT COVERAGE			
IMPERVIOUS AREA	SF	AC	%
BUILDING LOT COVERAGE	21,428	0.49	19.86%
VEHICULAR USE AREA			
COMMON	22,043	0.51	20.44%
FEE SIMPLE	4,918	0.11	4.56%
SIDEWALKS & HARDSCAPE			
COMMON	6,783	0.16	6.29%
FEE SIMPLE	3,291	0.08	3.05%
TOTAL IMPERVIOUS AREA	**58,463**	**1.34**	**54.20%**
PERVIOUS AREA	**SF**	**AC**	**%**
GREEN SPACE	49,405	1.13	45.80%
TOTAL PERVIOUS AREA	**49,405**	**1.13**	**45.80%**
TOTAL SITE AREA	**107,868**	**2.48**	**100.00%**

PARKING DATA	REQ	PROV
RESIDENTIAL (2.5 PER UNIT)	60	
GARAGE		24
DRIVEWAY (TANDEM)		24
GUEST 25% (AT-GRADE)	15	27
ADA SPACES	2	2
TOTAL	**77**	**77**

PEDESTRIAN AMENITIES	REQ	PROV
BENCH	2	5
TRASH CAN	1	5
BIKE RACK	1	1

LOCATION MAP



LEGEND

ADA	ADA		ADA SIGN
LB	LANDSCAPE BUFFER		STOP SIGN
R	RADIUS		PEDESTRIAN CROSSING
SB	SETBACK		PARKING LIGHT
SW	SIDEWALK		
TYP	TYPICAL		
ROW	RIGHT OF WAY		
CL	CENTER LINE		
EX	EXISTING		

PROJECT TEAM

OWNER/CLIENT:
FBI CONSTRUCTION SERVICES, INC
275 TONEY PENNA DR SUITE 5
JUPITER, FL 33458
561.203.2825
CONTACT: COLLIN FOREMAN

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336
CONTACT: DONALDSON HEARING

ARCHITECT:
CLAUDIA DE NARCAEZ
11231 US HIGHWAY1 #306
NORTH PALM BEACH, FL 33408
561.716. 0317

CIVIL ENGINEER:
ENGENUITY
1280 NORTH CONGRESS AVE SUITE 101
WEST PALM BEACH, FL 33409
561.655.1151
CONTACT: KIMBERLI KILE

PHOTOMETRICS
KAMM CONSULTING
1407 W NEWPORT CENTER DR
DEERFIELD BEACH, FL 33441
954.949.2200
CONTACT: JOHN MAYR

SURVEYOR:
UNIVERSAL SURVEYING
ADDRESS IS 2623 LAKE DR
BOYNTON BEACH, FL 33435
561.736.0432
CONTACT: JOHN TRACH

TRAFFIC ENGINEER
KIMLEY HORN
1920 WEKIVA WAY SUITE 200
WEST PALM BEACH, FL 33411
561.845.0665
CONTACT: ADAM KERR

LEGAL DESCRIPTION

ADDRESS #3820
THE WEST 172.5 FEET OF THE SOUTH HALF OF TRACT 8, BLOCK 2, LAKEWOOD GARDENS PLAT 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 18, PAGE 38.

AND

ADDRESS #3838
TRACT 7 AND THE EAST 140.00 FEET OR THE SOUTH HALF OF TRACT 8, BLOCK 2, LAKEWOOD GARDENS PLAT 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTRY, FLORIDA, RECORDED IN PLAT BOOK 18, PAGE 38.

AND

ADDRESS #3864
TRACT 6, BLOCK 2, LAKEWOOD GARDENS PLAT 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 18, PAGE 38.

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL RESIDENTIAL SERVICE.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TYPE D CURB IS NOT REQUIRED FOR DRIVEWAYS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA ADA ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

STREET LIGHTS TO BE GARDCO ECOFORM G2 SERIES ON 18' POLES.

RM DISTRICT SETBACKS

	REQUIRED	PROPOSED
MINIMUM FRONT YARD SETBACK	25'	25'
MINIMUM SIDE YARD SETBACK	20'	20'
MINIMUM REAR YARD SETBACK	25'	25'

WAIVER CHART

CODE SECTION	REQUIRED	PROVIDED	WAIVER
Sec. 34-1063 (1)	A sidewalk on both sides of a street or primary driveway	One side	To allow a sidewalk on one side of the private street on the North side of the South entry street and the South side of the North entry street.
Sec. 34-162(b)(2)	A ten-foot-wide buffer	Five-Foot Wide buffer	To reduce the required landscape buffer from ten-foot wide to five-foot within 24 linear feet of the South and North property lines (at each end of the internal drive aisle).

Site Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Springs Town Homes

FBI Construction Services
Village of Palm Springs, Florida

DESIGNED	DEH
DRAWN	JS/RNK
APPROVED	DEH
JOB NUMBER	22-0801
DATE	09-09-22
REVISIONS	10-27-22
	08-31-23 01-03-23
	10-23-23 01-30-23
	01-17-24 03-16-23
	02-05-24 05-15-23

February 05, 2024 2:07:58 p.m.
Drawing: 22-0801 SP.DWG

SHEET 1 OF 2

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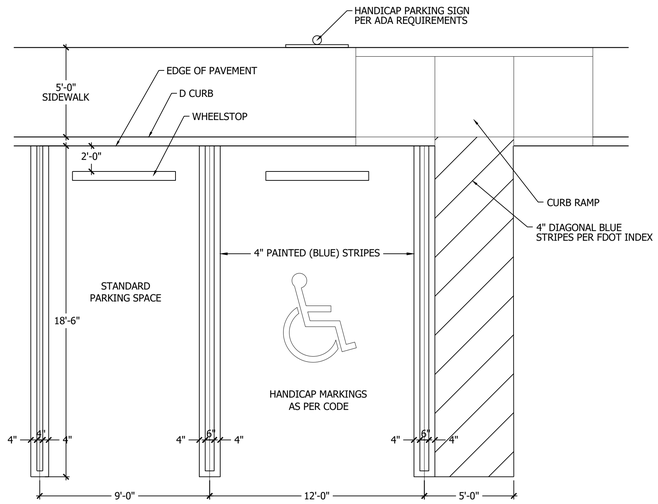
STANDARD AND ADA PARKING DETAIL

NTS



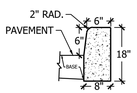
CHAINLINK FENCE DETAIL

NTS

6' HEIGHT
VINYL COATED CHAIN LINK
COLOR: GREEN OR BLACK

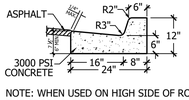
D CURB DETAIL

NTS



F CURB DETAIL

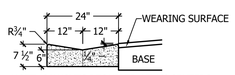
NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

VALLEY CURB DETAIL

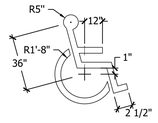
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

ADA SYMBOL DETAIL

NTS



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL ADA STALLS

ADA SIGN DETAIL

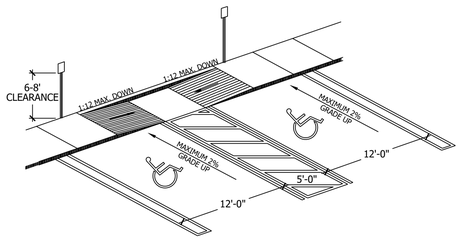
NTS

COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

ADA RAMP DETAIL

NTS



NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL ADA SPACES

NOTE: ADAR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF ADA SPACES

SIGNAGE DETAILS

NTS

PEDESTRIAN CROSSING SIGN

NTS

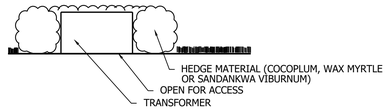
COLORS:
BACKGROUND = YELLOW
IMAGE = BLACK

24" HT X 24" W

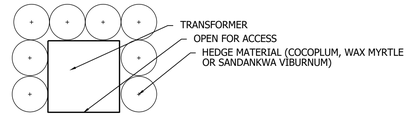
TRANSFORMER DETAIL

NTS

ELEVATION VIEW



PLAN VIEW



TRASH CAN DETAIL

NTS

LANDSCAPE FORMS
PLEXUS LITTER RECEPTACLE

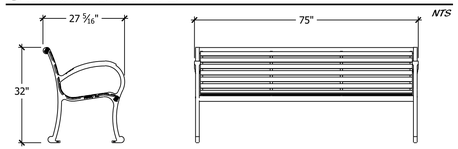
BIKE RACK DETAIL

NTS

TYPE: MADRAX 5 LOOP HEAVY DUTY WINDER
COLOR: LEXINGTON GREEN OR BLACK
FINISH: POWDER COAT

BENCH DETAIL

NTS



TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN OR BLACK
FINISH: ZINC RICH AND
POLYESTER POWDER COAT

Site Details

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Springs Town Homes
FBI Construction Services
Village of Palm Springs, Florida

DESIGNED	DEH
DRAWN	JS/RNK
APPROVED	DEH
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February 05, 2024 2:07:58 p.m.
Drawing: 22-0801 SP.DWG

SHEET 2 OF 2

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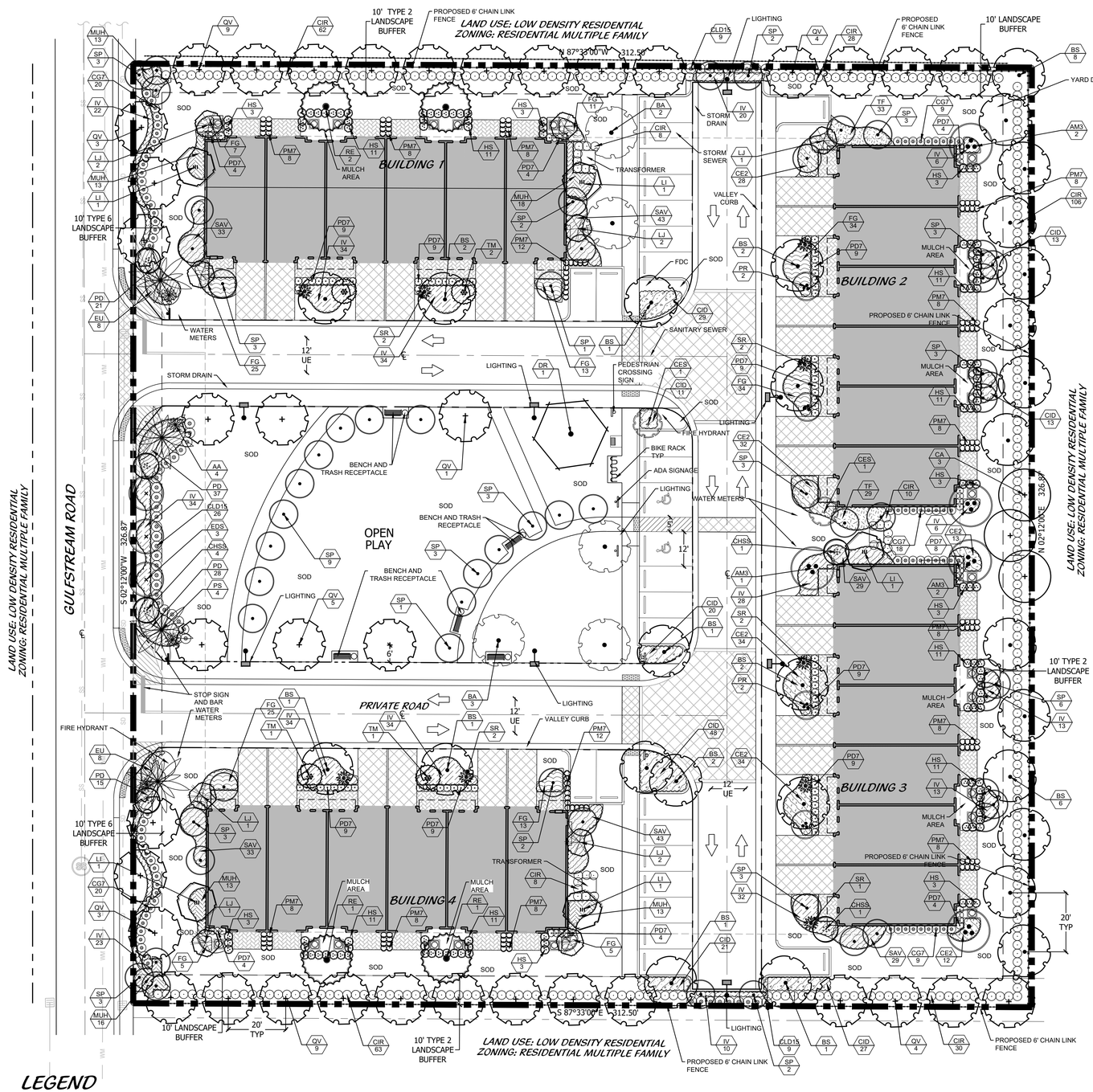

LEGEND

ADA	ADA
LB	LANDSCAPE BUFFER
R	RADIUS
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
ROW	RIGHT OF WAY
CL	CENTER LINE
EX	EXISTING

ADA SIGN
STOP SIGN
PEDESTRIAN CROSSING
PARKING LIGHT

PLANT SCHEDULE

TREES							
BA	5	BULNESIA ARBOREA	VERAWOOD	45 GAL. OR F.G.	2.5" CAL	14'-16' OA	N	FULL CANOPY, FL# 1 OR BETTER, , MIN 5.5' CT.
BS	28	BURSERA SIMARUBA	GUMBO LIMBO	45 GAL. MIN	3"-4" CAL	14' HT X 6' SPRD	Y	FULL CANOPY, FL #1 OR BETTER
CA	3	CALOPHYLLUM BRASILIENSE	BRAZILIAN BEAUTY LEAF	30 GAL. OR F.G.	2" CAL	12' HT X 5' SPRD	N	FULL CANOPY
CES	2	CONOCARPUS ERECTUS ' SERICEUS '	SILVER BUTTONWOOD TREE	45 GAL	2" CAL	12' HT X 4'-5' SPRD	Y	FULL CANOPY, MIN 5' CT
DR	1	DELONIX REGIA	ROYAL POINCIANA	45 GAL	2.5" CAL	14'-16' OA HT.	N	SINGLE STRAIGHT TRUNK, FULL CANOPY. FLORIDA FANCY.
EDS	3	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	65 GAL. MIN.	N.A.	14' O.A. MATCHED	N	FULL & THICK CANOPY, STANDARD. FLORIDA FANCY. 4' CT SINGLE STRAIGHT TRUNK. MATCHED.
LI	5	LAGERSTROEMIA INDICA ' MUSKOGEE ' OR ' TUSKEGEE '	CREPE MYRTLE	30 GAL	1.5" CAL	12' HT X 4' SPRD	N	MULTI, LIMB UP 5', CHERRY LAKE NURSERY.
LJ	9	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL. OR F.G.	3 TRK MIN., 1"-2" CAL. EA.	6' HT., 6' SPD.	N	FULL CANOPY, MULTI TRUNK, LIMB UP 3'
QV	38	QUERCUS VIRGINIANA	LIVE OAK	45 GAL. OR F.G.	2" CAL. MIN	12' -14' OA	Y	FULL CANOPY, FL #1
PALM TREES							
CHRS	6	CHAMAEROPS HUMILIS	SILVER SELECT FAN PALM	30 GAL	N.A.	4'-5' O.A.	N	MULTI TRUNK, FULL CANOPY.
PR	4	PHOENIX ROEBELINII	PYGMY DATE PALM	FG	N.A.	6'-8' O.A.	N	3 STEM, FULL CANOPY, MATCHED. MIN 2' CT.
PS	4	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FG	N/A	8' CT.	N	FLORIDA FANCY, HEAVY CALIPER, MATCHED, DSMOND
RE	4	ROYSTONEA ELATA	ROYAL PALM	FIELD GROWN	N.A.	8' GW, 16' CT, 24' OA	N	FULL TRUNK. FULL CANOPY. MATCHED
SP	58	SABAL PALMETTO	SABAL PALM	FIELD GROWN	N/A	18', 22', 26' OA STGG	Y	SLICK TRUNK, STRAIGHT, SEE PLAN FOR OVERALL HEIGHTS
TM	4	THRINAX MORRISSII	KEY THATCH PALM	FIELD GROWN	MULTI TRUNK	7'-8' HT X 3'-4' SPRD	Y	FULL & THICK, MULTI TRUNK, FL #1 OR BETTER
AMJ	5	VEITCHIA MERRILLII	CHRISTMAS PALM	FG	N.A.	12'-14' HT.	N	FULL CANOPY, TRIPLE TRUNK, FL #1 OR BETTER.

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
SHRUBS								
AA	4	AGAVE AMERICANA ' GAINESVILLE BLUE '	BLUE CENTURY PLANT	25 GAL	30" X 30"	A.S.	N	FULL & THICK
CIR	315	CHRYSOBALANUS ICACO ' RED TIP '	RED TIP COCOPLUM	7 GAL	30" X 30"	A.S.	Y	FULL & THICK
CLD15	44	CLUSIA GUTTIFERA	SMALL-LEAF CLUSIA	15 GAL	48" X 36"	36" O.C.	Y	FULL & THICK, FLORIDA FANCY
CG7	76	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	7 GAL.	#7, 3' X 2'	A.S.	Y	FULL TO BASE
HS	112	HIBISCUS ' SEMINOLE PINK '	SEMINOLE PINK HIBISCUS	3 GAL	18" X 18"	24" OC	N	FULL, FLOWERING
PM7	120	PODOCARPUS MACROPHYLLUS	PODOCARPUS	7 GAL	6'	2' O.C.	N	FULL & THICK
PD7	104	PODOCARPUS MACROPHYLLUS ' PRINGLES '	DWARF PODOCARPUS	7 GAL	24" X 24"	24" O.C.	N	FULL & THICK, FF
SR	9	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	15 GAL MIN	30"X30"	A.S.	N	FULL, FLOWERING
GROUND COVERS								
CE2	153	CARISSA MACROCARPA ' EMERALD BLANKET '	EMERALD BLANKET CARISSA	3 GAL	12" X 18"	24" OC	N	FULL & THICK
CID	182	CHRYSOBALANUS ICACO ' HORIZONTAL '	DWARF COCOPLUM	3 GAL	12" X 12"	24" O.C.	Y	FULL & THICK, NOT STRETCHED, FLORIDA FANCY
EU	16	EUPHORBIA MILII ' ROSY ' (PINK)	DWF. CROWN OF THORNS	1 GAL	8" X 8"	12" O.C.	N	FULL
FG	172	FICUS MACROPHYLLA ' GREEN ISLAND '	GREEN ISLAND FICUS	3 GAL	12" X 12"	24" O.C.	N	FULL AND THICK
IV	343	ILEX VOMITORIA ' SHILLINGS DWARF '	DWARF YAUPON HOLLY	3 GAL	15" X 15"	24" OC	Y	FULL & THICK
MUH	86	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	3 GAL	18" X 12"	24" O.C.	Y	FULL & THICK
PD	101	PODOCARPUS ' DWARF PRINGLES '	DWARF PODOCARPUS	3 GAL	15" X 15"	18" O.C.	N	FULL & THICK
SAV	210	SCHEFFLERA ARBORICOLA ' TRINETTE '	DWARF VARIEGATED SCHEFFLERA	3 GAL	18" X18"	24" OC	N	FULL & THICK
TF	62	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL	24" X 24"	30" OC	Y	

LANDSCAPE DATA

NAME OF PROJECT	Palm Springs Townhomes
PROPERTY CONTROL NUMBERS	70-43-44-19-11-002-0082 70-43-44-19-11-002-0070 70-43-44-19-11-002-0060
FEMA FLOOD ZONE	X500
TRAFFIC ANALYSIS ZONE	
EXISTING LAND USE DESIGNATION	LOW DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT	RM - RESIDENTIAL MULIPLE-FAMILY
FUTURE LAND USE DESIGNATION	LOW DENSITY RESIDENTIAL
PROPOSED ZONING	RM - RESIDENTIAL MUTIPLE FAMILY
OVERLAY DISTRICT	GULFSTREAM RD OVERLAY
MAXIMUM BUILDING HEIGHT	35'
NUMBER OF STORIES	2
NUMBER OF BUILDINGS	4
TOTAL SITE AREA	**2.48 AC** **107,868.00 SF**

BUILDING DATA

NUMBER OF MULTIFAMILY UNITS	24
PROJECT DENSITY	9.68 DU/AC

LAND USE

	SF	AC	%
BUILDING LOT COVERAGE	21,428	0.49	19.86%
VEHICULAR USE AREA	26,918	0.62	24.95%
OPEN SPACE	59,521	1.37	55.18%
TOTAL	**107,867**	**2.48**	**100.00%**

OPEN SPACE

	MIN	PROV
	20% OS/RC	55.18%
	21,573.60	59,521.26

RECREATION

	MIN	PROV
	20% OS/RC	25.13%
	11,904.25	14,956.51

LOT COVERAGE

IMPERVIOUS AREA	SF	AC	%
BUILDING LOT COVERAGE	21,428	0.49	19.86%
VEHICULAR USE AREA			
COMMON	22,001	0.51	20.40%
FEE SIMPLE	4,918	0.11	4.56%
SIDEWALKS & HARDSCAPE			
COMMON	6,600	0.15	6.12%
FEE SIMPLE	3,291	0.08	3.05%
TOTAL IMPERVIOUS AREA	**58,238**	**1.34**	**53.99%**
PERVIOUS AREA	**SF**	**AC**	**%**
GREEN SPACE	49,630	1.14	46.01%
TOTAL PERVIOUS AREA	**49,630**	**1.14**	**46.01%**
TOTAL SITE AREA	**107,868**	**2.48**	**100.00%**

PARKING DATA

	REQ	PROV
RESIDENTIAL (2.5 PER UNIT)	60	
GARAGE		24
DRIVEWAY (TANDEM)		24
GUEST 25% (AT-GRADE)	15	27
ADA SPACES	2	2
TOTAL	**77**	**77**

PEDESTRIAN AMENITIES

	REQ	PROV
BENCH	2	5
TRASH CAN	1	5
BIKE RACK	1	1

REQUIRED PERIMETER BUFFER TREES

	REQ	PROV
NORTH PROPERTY LINE 312.50' (1 TREE EVERY 20')*	16	14 TREES, 2 PALMS
SOUTH PROPERTY LINE 312.50' (1 TREE EVERY 20')*	16	15 TREES, 2 PALMS
WEST PROPERTY LINE 306.87' (1 TREE EVERY 20')**	15	9 TREES, 4 SPECIMEN PALMS, 6 PALMS
EAST PROPERTY LINE 326.87' (1 TREE EVERY 20')	16	16 TREES
ALL PROPERTY LINES REQUIRE 36" HT. CONTINUOUS HEDGE	YES	YES
WEST PROPERTY LINE TYPE 6 LANDSCAPE BUFFER- TIERED HEIGHT	YES	YES

VEHICULAR USE AREA TREES

	REQ	PROV
TERMINAL ISLAND TREES (1 TREE PER ISLAND)	9	9

NET LOT AREA TREE & SHRUB REQUIREMENT

	REQ	PROV
TREES (1 PER 1,500 SF OF OPEN SPACE) RESIDENTIAL	72	37 TREES, 37 PALMS

NATIVE TREES & SHRUBS

	REQ	PROV
PERCENT NATIVE TREES	50%	73%
PERCENT NATIVE PALMS	50%	80%
PERCENT NATIVE SHRUBS	50%	62%

DROUGHT TOLERANT TREES & SHRUBS

	REQ	PROV
PERCENT DROUGHT TOLERANT TREES	50%	87%
PERCENT DROUGHT TOLERANT PALMS	50%	90%
PERCENT DROUGHT TOLERANT SHRUBS	50%	77%

*- WHERE POSSIBLE, 10' BUFFERS HAVE BEEN PROVIDED. A WAIVER HAS BEEN REQUESTED FOR BUFFERS LESS THAN 10'. REFER TO SITE PLAN FOR WAIVER REQUEST INFORMATION.

**- BUFFER PLANTING LENGTH RELFECTS 20' REDUCTION DUE TO ENTRY DRIVE.

PROJECT TEAM

OWNER/CLIENT:
FBI CONSTRUCTION SERVICES, INC
275 TONEY PENNA DR SUITE 5
JUPITER, FL 33458
561.203.2825
CONTACT: COLLIN FOREMAN

LANDSCAPE ARCHITECT/PLANNER:
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561.747.6336
CONTACT: DONALDSON HEARING

ARCHITECT:
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NORTH PALM BEACH, FL 33408
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CIVIL ENGINEER:
ENGENUITY
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WEST PALM BEACH, FL 33409
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UNIVERSAL SURVEYING
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BOYNTON BEACH, FL 33435
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TRAFFIC ENGINEER
KIMLEY HORN
1920 WIEKIVA WAY SUITE 200
WEST PALM BEACH, FL 33411
561.845.0665
CONTACT: ADAM KERR

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL RESIDENTIAL SERVICE.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TYPE D CURB IS NOT REQUIRED FOR DRIVEWAYS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA ADA ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

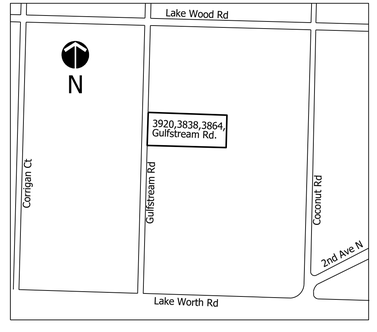
MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

STREET LIGHTS TO BE GARDCO ECOFORM G2 SERIES ON 18' POLES.

LOCATION MAP



Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Springs Town Homes

FBI Construction Services
Village of Palm Springs, Florida

REGISTERED LANDSCAPE ARCHITECT
DONALDSON E. HEARING
LA 0000943
STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	22-0801
DATE	09-09-22
REVISIONS	10-20-22
	05-12-23
	07-11-23
	10-19-23
	01-15-24

January 15, 2024 1:32:05 p.m.
Drawing: 22-0801 LP.DWG

SHEET 1 OF 2

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LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACMENT SOIL.

LANDSCAPE WARRENTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDTION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

LANDSCAPE NOTES

ALL PROPOSED PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICE.

ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED MULCH.

ALL PLANT MATERIAL SHALL BE PRUNED, IF NEEDED, TO ACHIEVE THE SHAPE AND FORM CHARACTERISTIC TO THEIR DESIGN INTENT. PRUNING TO BE IN STRICT ACCORDANCE WITH ISA STANDARDS.

ALL SOD OR SEED SHALL BE CERTIFIED (IF APPLICABLE) AND WEED AND INSECT FREE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH PLAN INSTALLATION

CALL SUNSHINE ONE CALL SERVICE FOR UNDERGROUND UTILITY LOCATIONS 48 HOURS PRIOR TO ANY EXCAVATION OF DIGGING 1-800-432-4470.

LANDSCAPE AND/OR SOD SHALL BE PLACED TO THE EDGE OF PAVEMENT FROM VEHICULAR AREAS, ADJACENT TO CANAL BANKS, LAKES OR OTHER LANDSCAPE AREAS.

ALL MECHANICAL EQUIPMENT, IRRIGATION PUMPS FPL TRANSFORMERS, POOL PUMPS, ECT. SHALL BE SCREED ON A MINIMUM OF THREE SIDE BY LANDSCAPE SHRUBS.

CORNER CLIP AND VISIBILITY TRIANGLES SHALL BE MAINTAINED FOR CLEAR SIGN VISIBILITY FROM THIRTY (30) INCHED TO EIGHT FEET HIGH (TREE AND PALM TRUNKS EXCLUDED).

ROOT BARRIERS SHALL BE INSTALLED WHERE REQUIRED BY LOCAL UTILITY COMPANY OR OTHER REGULATING AGENCIES.

WHERE FICUS SPECIES ARE USED, APPROPRIATE SETBACKS AND SAFEGUARDS (ROOT BARRIERS) SHALL BE REQUIRED.

ALL TREES AND PALMS SHALL BE STAKED/GUYED IN ACCORDANCE WITH THE SPECIFICATIONS AND PLANTING DETAILS.

ALL PLANTING BEDS SHALL BE SHAPED AND SLOPED TO PROVIDE PROPER DRAINAGE.

LOCAL UTILITY AND FIRE RESCUE CLEARANCE ZONES SHALL BE PROVIDE AROUND ALL ABOVE GROUND OR AT GRADE METERS AND EQUIPMENT.

STREET TREE LOCATIONS SHALL BE COORDINATED WITH DRIVEWAYS, STREET LIGHTS, UTILITIES AND FIRE HYDRANTS.

THERE SHALL BE A MINIMUM SIX FEET SEPARATION BETWEEN LANDSCAPE AND UTILITIES, LANDSCAPE PLANTING SHALL BE IN CONFORMANCE WITH FPL GUIDELINES FOR SETBACKS FROM OVERHEAD UTILITY LINES.

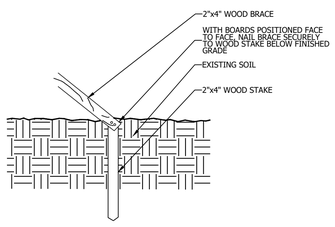
ALL PLANTING AREA SHALL BE EXCAVATED TO A DEPTH OF 30" MINIMUM AND BACKFILLED WITH A SOIL MIX CONSISTING IF ½ NATIVE SOIL, ½ CLEAN SAND AND ½ COMPOSED COW MANURE OR COMPARABLE COMPOSED ORGANIC MATERIAL.

EASEMENTS SHALL NOT ENCROACH LANDSCAPE BUFFERS MORE THAN FIVE FEET.

FOOT TYPE D OR F CURB SHALL BE PROVIDED ALONG THE PERIMETER OF ALL LANDSCAPE, OPEN SPACE, DRAINAGE AND GRADED AREAS ADJACENT TO PAVED VEHICULAR USE AREAS, EXCEPT WHERE WHEEL STOPS ARE PROVIDED.

CORNER CLIPS AND VISIBILITY TRIANGLES SHALL BE MAINTAINED CLEAR OF VEGETATION TO PROVIDE UNOBSTRUCTED VISIBILITY BETWEEN 30" AND 8" ABOVE CROWN OF PAVEMENT.

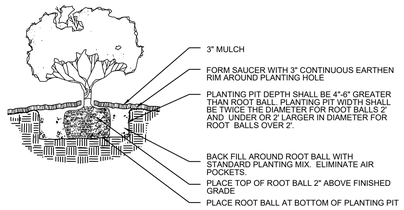
LIGHT POLES, FIRE HYDRANTS, ELECTRICAL/MECHANICAL EQUIPMENT, SIGNS, DRAINAGE STRUCTURES, ECT. SHALL BE INTERFERE WITH LANDSCAPING IN TERMINAL ISLANDS, INTERIOR ISLANDS, MEDIANS, DIAMONDS, BUFFERS OR OTHER LANDSCAPED AREAS.



WOOD STAKING DETAIL

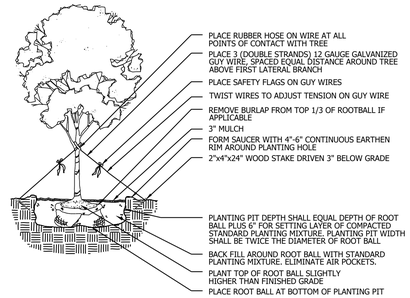
NTS

PLANTING DETAILS



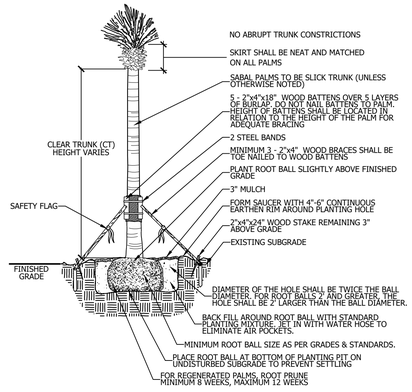
SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



LARGE TREE PLANTING DETAIL

NTS

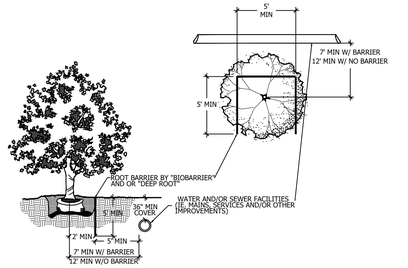


SABAL PALM PLANTING DETAIL

NTS

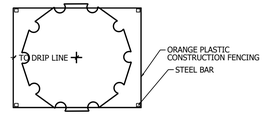
LANDSCAPE AND ROOT BARRIER NOTE:
TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASES ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES. IN ANY CASE THE TREES SHALL BE LOCATED IN THE FIELD IN ACCORDANCE WITH THE PLANTING DETAILS SHOW HEREON.

ADDITIONALLY, TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND /OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL FOR INSTALLATION REQUIREMENTS. PER SEC. 34-189, ALL TREES WITH ROOTS KNOWN TO CAUSE DAMAGE TO PUBLIC ROADWAYS OR OTHER PUBLIC WORKS SHALL NOT BE PLANTED CLOSER THAN 12' TO SUCH PUBLIC IMPROVEMENTS UNLESS THE TREE ROOT SYSTEM IS COMPLETELY CONTAINED WITHIN A BARRIER FOR WHICH THE MINIMUM INTERIOR DIMENSIONS SHALL BE FIVE FEET SQUARE OR AN EQUIVALENT AND FIVE FEET DEEP. ONLY SOD CAN BE INSTALLED WITHIN 7.5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL.



ROOT BARRIER DETAIL

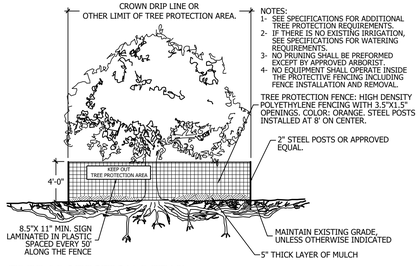
NTS



TREE PROTECTION DETAIL

PLAN VIEW

NTS



TREE PROTECTION DETAIL

SECTION VIEW

NTS

Landscape Details

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Springs Town Homes
FBI Construction Services
Village of Palm Springs, Florida

REGISTERED LANDSCAPE ARCHITECT
CONNIE E. HEARING
LA 0000943
STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	22-0801
DATE	09-09-22
REVISIONS	10-20-22
	05-12-23
	07-11-23
	10-19-23
	01-15-24

January 15, 2024 1:32:05 p.m.
Drawing: 22-0801 LP.DWG

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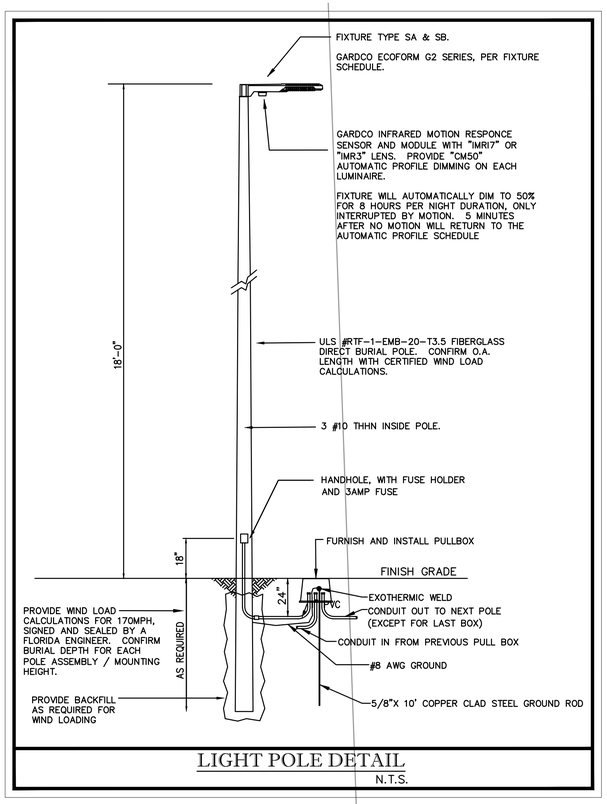
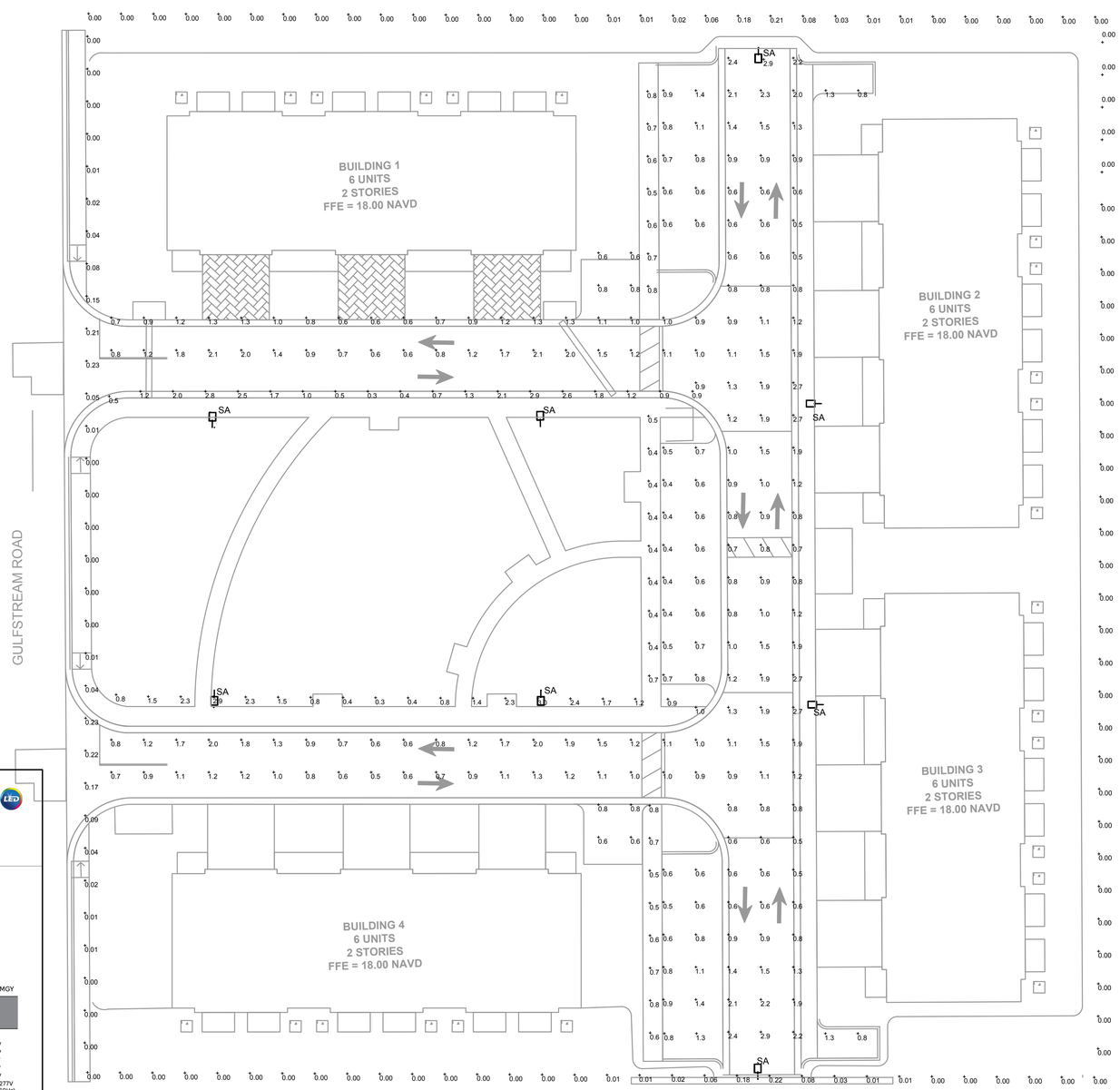


LIGHT POLE DETAIL

N.T.S.



Luminaire Schedule								
Project: PALM SPRINGS TOWNHOMES SITE REV2 03-29-2023								
Symbol	Qty	Label	[MANUFAC]	Description	Arr. Lum. Lumens	LLF	Lum. Watts	Total Watts
	11	SA	Gardco	ECF-S-32L-530-NW-G2-4-HIS POLE MOUNT 18' AFG	6048	0.900	55.7	612.7
	1	SB	Gardco	ECF-S-32L-530-NW-G2-3-HIS POLE MOUNT 18' AFG	5873	0.950	55.7	55.7

Calculation Summary							
Project: PALM SPRINGS TOWNHOMES SITE REV2 03-29-2023							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
TRACT 4 ROW & PARKING_Planar	Illuminance	Fc	1.27	2.9	0.4	3.18	7.25
TRACT 4 NON RESI P - LINE 6' AFG	Illuminance	Fc	0.03	0.29	0.00	N.A.	N.A.
TRACT 4 RESI - ROW P LINE 6'AFG	Illuminance	Fc	0.03	0.22	0.00	N.A.	N.A.
TRACT 4 WALWAYS	Illuminance	Fc	1.05	3.1	0.4	2.63	7.75
TRACT 8 RESI - ROW P LINE 6'AFG	Illuminance	Fc	0.02	0.23	0.00	N.A.	N.A.
TRACT 8 ROW & PARKING_Planar	Illuminance	Fc	1.08	2.9	0.4	2.70	7.25
TRACT 8 WALWAYS	Illuminance	Fc	1.12	3.0	0.3	3.73	10.00

Cotleur & Hearing
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1934 Commerce Lane
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561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Spring

FBI Construction Services
Palm Beach County, Florida

REVISED PER UTILITIES COMMENTS

SITE PHOTOMETRIC PLAN

SITE PHOTOMETRIC PLAN
1"=20'-0" NORTH

DESIGNED DEH
DRAWN JS
APPROVED DEH
JOB NUMBER 20-0905
DATE 10-04-23
REVISIONS

ISSUED FOR PERMIT ONLY 10-21-22
NOT FOR PRICING OR CONSTRUCTION

KAMM CONSULTING PROJECT #: 2022-0550
PROJECT MANAGER: JOHN MAYR

KAMM Consulting
1408 Orange Avenue
Fort Pierce, Florida 34950
Phone 954.448.0792
JMAYR@kammconsulting.com
Certification of Authorization #8189

PRINCIPAL
Bradly L Brown Florida License #58232 01-17-24 date
signed

E1.2
SHEET
COTLEUR & HEARING, INC.

GARDCO by Signify

Site & Area
EcoForm
ECF-S small area light

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:	PALM SPRINGS TOWNHOMES
Location:	PALM BEACH COUNTY, FL
Cat.No:	ECF-S-32L-700-NW-G2-HIS
Type:	
Lamps:	Qty: 11
Notes:	

Ordering guide example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage
ECF-S	32L	700	NW-G1	AR	4	

ECF-S EcoForm site and area, small

32L 32 LEDs (2 modules); 48L 48 LEDs (3 modules); 64L 64 LEDs (4 modules)

365 365 mA; 530 530 mA; 700 700 mA; 1A 1050 mA; 1.2A 1200 mA; 900 900 mA; 1A 1050 mA; 1.2A[9] 1200 mA; 900 900 mA; 1A[9] 1050 mA

WW-G2 Warm White 3000K, 70CRI Generation 2; NW-G2 Neutral White 4000K, 70CRI Generation 2; CW-G2 Cool White 5000K, 70CRI Generation 2

AR[1] Arm Mount (standard)

The following mounting kits must be ordered separately (See accessories)

SF[2] Slip Fitter Mount (fits to 2 1/4" O.D. tenon)

WS Wall mount with surface conduit rear entry permitted

RAM[2] Retrofit arm mount kit

Type 2: 2 Type 2; 2-90 Rotated left 90°; 2-270 Rotated right 270°

Type 3: 3 Type 3; 3-90 Rotated left 90°; 3-270 Rotated right 270°

Type 4: 4 Type 4; 4-90 Rotated left 90°; 4-270 Rotated right 270°

Type 5: 5 Type 5; 5W Type 5W

AFR Auto Front Row; AFR-90 Auto Front Row, Rotated left 90°; AFR-270 Auto Front Row, Rotated right 270°; BLC Back Light Control; BLC-90 Back Light Control rotated at 90°; BLC-270 Back Light Control rotated at 270°; LCL[8] LEED Corner Optic Left LEED Corner Optic Right; RCL[8]

120 120V; 208 208V; 240 240V; 277 277V; 347 347V; 480 480V; UNV 120-277V (50/60Hz); HVU 347-480V (50/60Hz)

Options

Dimming controls	Motion sensing lens	Photo-sensing	Electrical	Luminaire	Finish

DD[6,9] 0-10V External dimming (for controls by others)
DCC[4,8,9,10] Dual Circuit Control
FAWS[4,8,10] Field Adjustable Wattage Selector
LLC[4,7,8,10] Integral wireless module
BL[1,4,7,10] Bi-level functionality
SRDR[4,8,9,8,9,11] SR driver connected to Zhaga socket

DynaDimmer: Automatic Profile Dimming
CS50[4,5] Safety 50% Dimming, 7 hours
CM50[4,5] Median 50% Dimming, 8 hours
CS30[4,5] Safety 30% Dimming, 7 hours
CM30[4,5] Median 30% Dimming, 8 hours

IMRI3[16] Integral with #3 lens
IMRI7[16] Integral with #7 lens

PCB[8,9] Photocontrol Button
TLRDS[10,17] Twist Lock Receptacle 5 Pin
TLRD7[10,17] Twist Lock Receptacle 7 Pin
TLRPC[14,15,17] Twist Lock Receptacle w/ Photocell

Fusing: F1[4] Single (120, 277, 347VAC); F2[4] Double (208, 240, 480VAC)
Pole Mount Fusing: FPF1 Single (120, 277, 347VAC); FPF2 Double (208, 240, 480VAC); FPF3[3] Canadian Double Pull (208, 240, 480VAC)
Surge Protection (10kA standard): SP2 Increased 20kA

Square Pole Adapter included in standard product
TB[12] Terminal Block
RPA[13] Round Pole Adapter (fits to 3"- 3.9" O.D. pole)
HIS[14] Internal House Side Shield

Textured: BK Black; WH White; BZ Bronze; DGY Dark Gray; MGY Medium Gray
Customer specified: RAL Specify optional color or RAL (ex: RAL7024); CC Custom color (Must supply color chip for required factory quote)

1. BL=IMRI3/7 equipped with out-boarded sensor housing when voltage is HVU (347-480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with photocontrol.
7. Must specify a motion sensor lens.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. TLRDS, TLRD7 and TLRPC receptacle pins 4 & 5 are capped off when ordered with any of the Dimming controls DD or FAWS or LLC.
11. Not available in 480V. Order photocell separately with TLRDS/7.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5, 5W, BLC, BLC-90, BLC-270, LCL or RCL optics.
15. Not available with DD, DCC, and FAWS dimming control options.
16. Not available with DD, DCC, FAWS and LLC dimming control options.
17. When ordering SRDR, controller (by others) to be used on socket must be SR compatible (See specifications for more details). Consult factory for lead time. All 7 pins in NEMA receptacle are connected to SR driver. SRDR not available with TLRDS or TLRPC.
18. 0-10V dimming driver standard.
19. LCL and RCL not available with 48L-1.2A or 64L-1A.

Property Boundary	Refer to Light Trespass			
Specialty Lighting (3)				
a. Outdoor entertainment	Per IESNA Lighting Handbook			
b. Parks				
Other Lighting Types				
a. Outdoor display and storage for vehicle sales and rental.	40	1.0	15:1	4:1
b. Other outdoor display and storage Areas.	20	1.0	15:1	4:1
c. Outdoor work areas	20	1.0	15:1	4:1
Notes				

1. Measured in foot-candles.
2. Building or accessory mounted luminaries used to light parking lots shall comply with parking lot illumination levels.
3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting.
4. Fully shielded bollards not greater than 42 inches in height may be permitted up to 20 foot-candles.

(5) *Luminaire heights.* Table 34-1362(2). Maximum Permitted Luminaire Height, identifies the maximum height for any freestanding or structure mounted luminaires.

Table 34-1362(2)-Maximum Permitted Luminaire Height

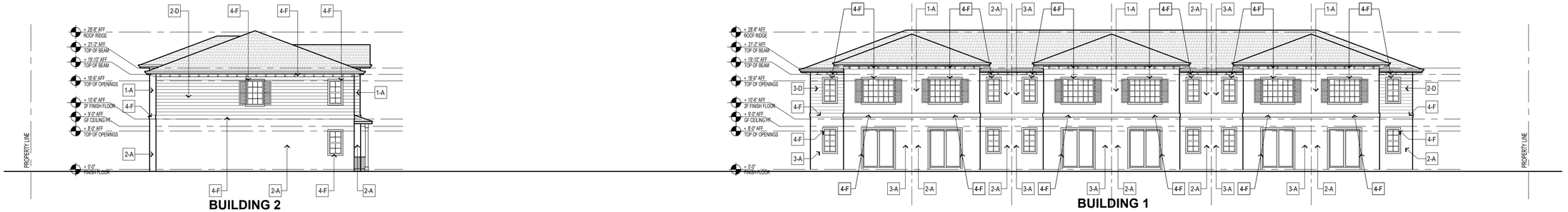
EXPAND

(4) *Illumination levels.* Table 34-1362(1), illumination levels, indicates the minimum and maximum illumination levels for specific site elements, as well as the maximum to minimum, and average to minimum ratios.

Table 34-1362(1): Illumination Levels

EXPAND

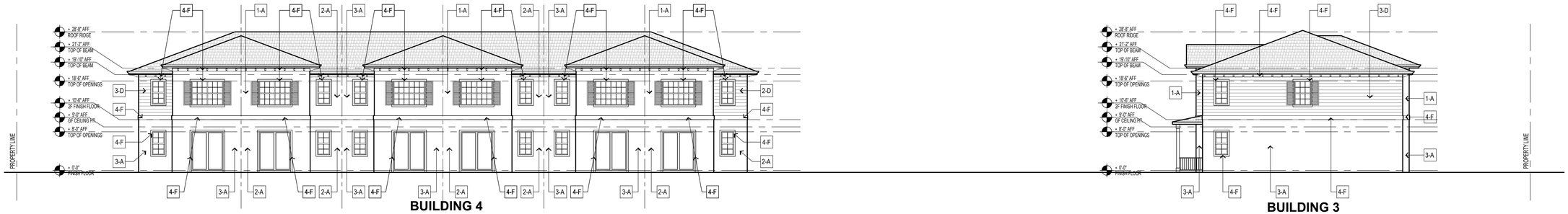
Outdoor Lighting	Maximum Illumination (1)	Minimum Illumination (1)	Max to Min Ratio	Average to Min Ratio
Buildings and Accessory Structures				
a. Pathway lighting (2)	5.0 (4)	-	-	-
b. Canopies, drive-thru and overhangs	30.0	3.0	10:1	2.5:1
Parking lots				
a. Multifamily residential	3.0	0.3	10:1	-
b. All others	12.0	1.0	12:1	3:1
Parking Structures				
a. Parking area	10.0	1.0	10:1	4:1
b. Ramps—Day	20.0	2.0	10:1	-
c. Ramps—Night	10.0	1.0	10:1	-
d. Entrance area—Day	50.0	5.0	10:1	-
e. Entrance area—Night	10.0	1.0	10:1	-
f. Stairways	-	10.0	-	-



BUILDING 2 BUILDING 1

OVERALL NORTH ELEVATION

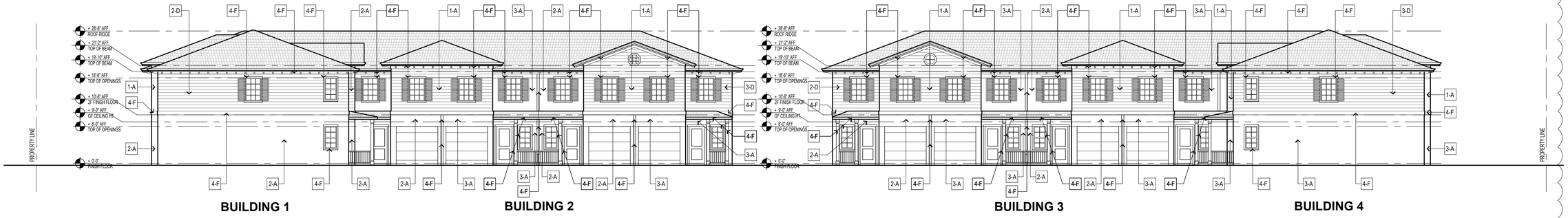
SCALE : 3/32"=1'-0"



BUILDING 4 BUILDING 3

OVERALL SOUTH ELEVATION

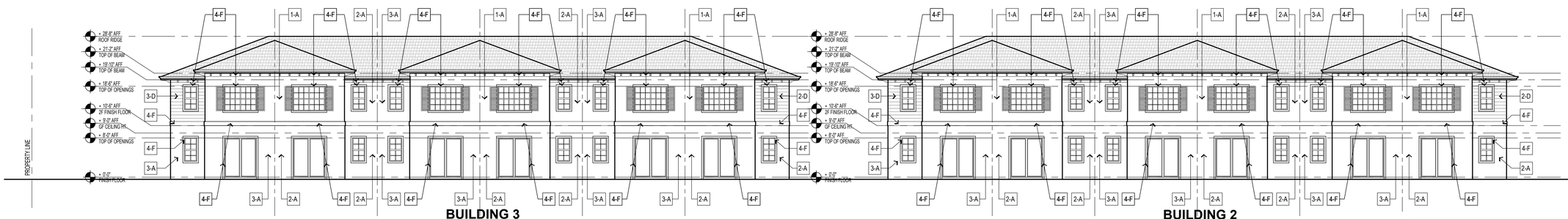
SCALE : 3/32"=1'-0"



BUILDING 1 BUILDING 2 BUILDING 3 BUILDING 4

OVERALL WEST ELEVATION

SCALE : 3/32"=1'-0"



BUILDING 3 BUILDING 2

OVERALL EAST ELEVATION

SCALE : 3/32"=1'-0"

FINISH SCHEDULE

PAINT			
1	Sherwin Williams	SW-6434	Spinach White
2	Sherwin Williams	SW-9046	Gentle Aquamarine
3	Sherwin Williams	SW-6808	Celestial
4	Sherwin Williams	SW-7006	Extra White
FINISH / TEXTURE			
A	Textured Stucco		
D	Clapboard Siding in Stucco		
F	Stucco band		

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CLAUDIA DE NARVAEZ, NCARB
Registered Architect
(561) 716-0317
11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 1

3820-3838-3864
GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.
#2	01-10-2024	REV. PER BUILDING DEPT.

DATE **05-03-2023**

LAST REVISION

DESCRIPTION **SITE ELEVATIONS**

SCALE 3/32"=1'-0"

SHEET No. **A-1.1**

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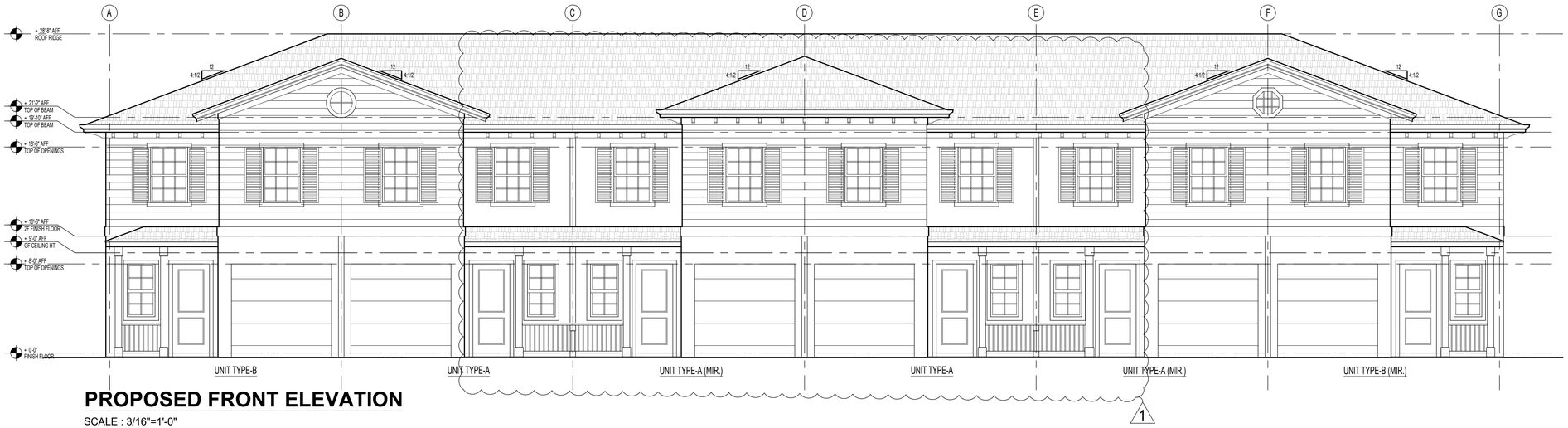
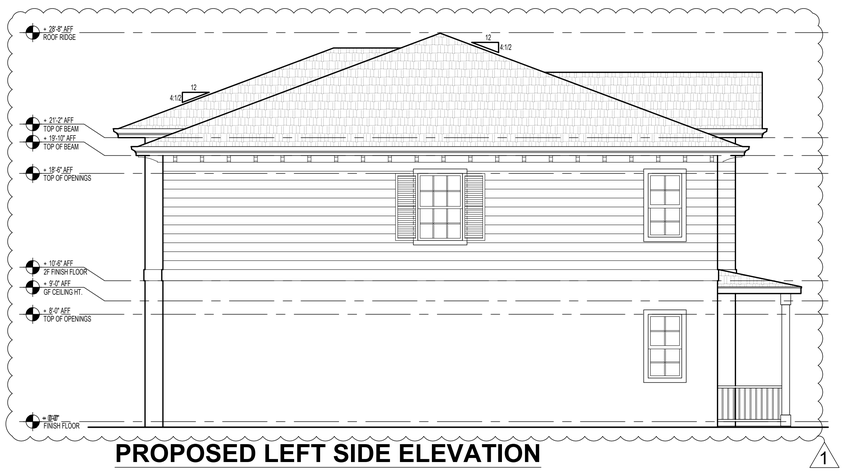


PROPOSED FRONT ELEVATION

SCALE : 3/16"=1'-0"

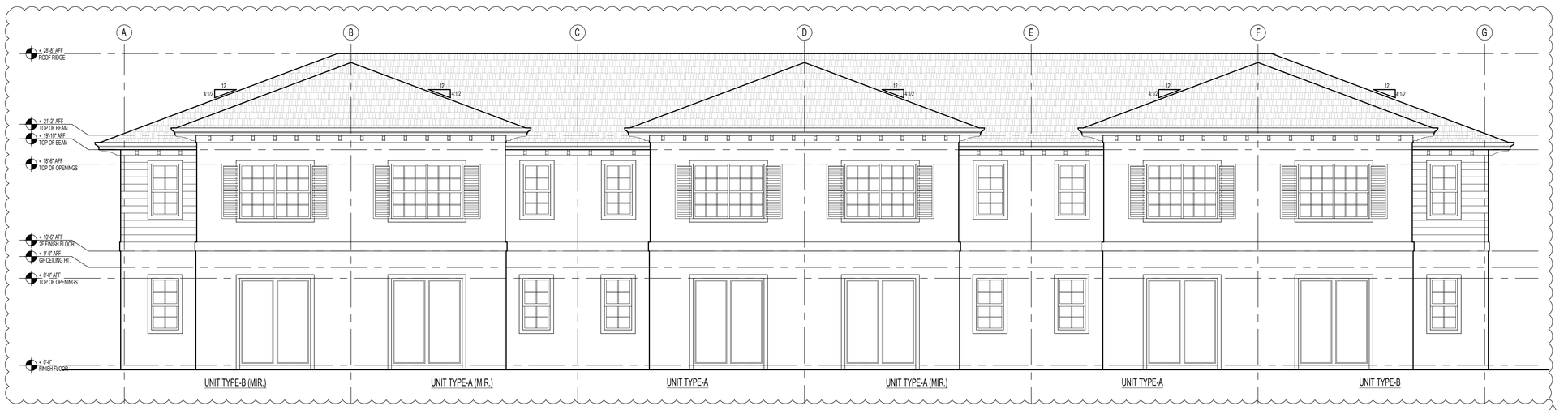


PROPOSED LEFT SIDE ELEVATION

SCALE : 3/16"=1'-0"

PROPOSED RIGHT SIDE ELEVATION

SCALE : 3/16"=1'-0"



PROPOSED REAR ELEVATION

SCALE : 3/16"=1'-0"

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11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 1

3820-3838-3864
GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
6-UNIT BUILDING ELEVATIONS

SCALE
3/16"=1'-0"

SHEET No.
A-5.3

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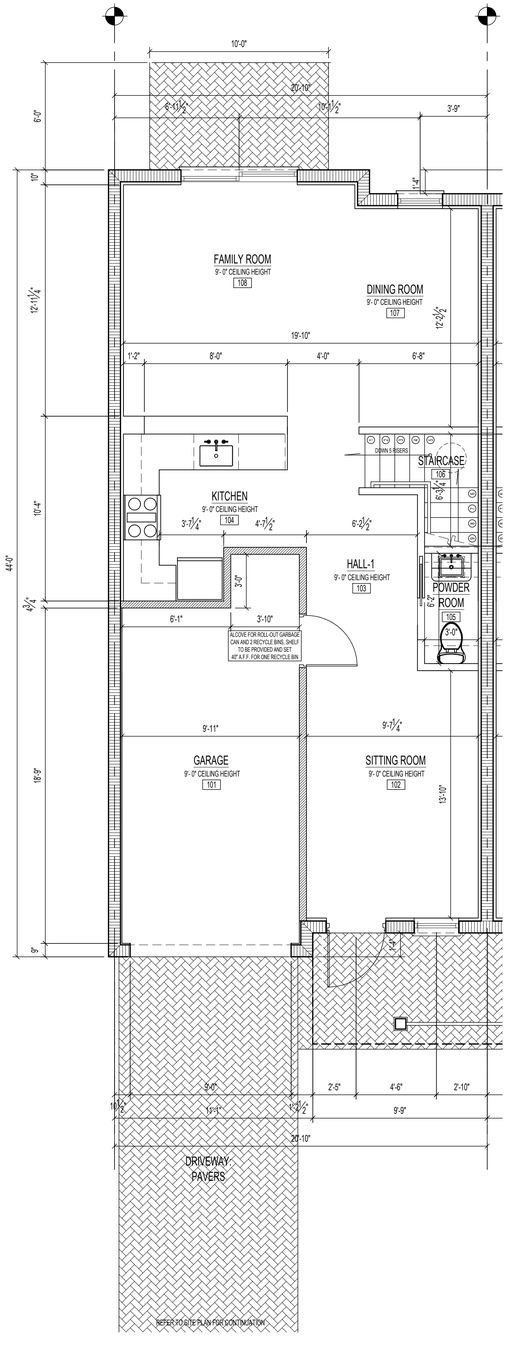
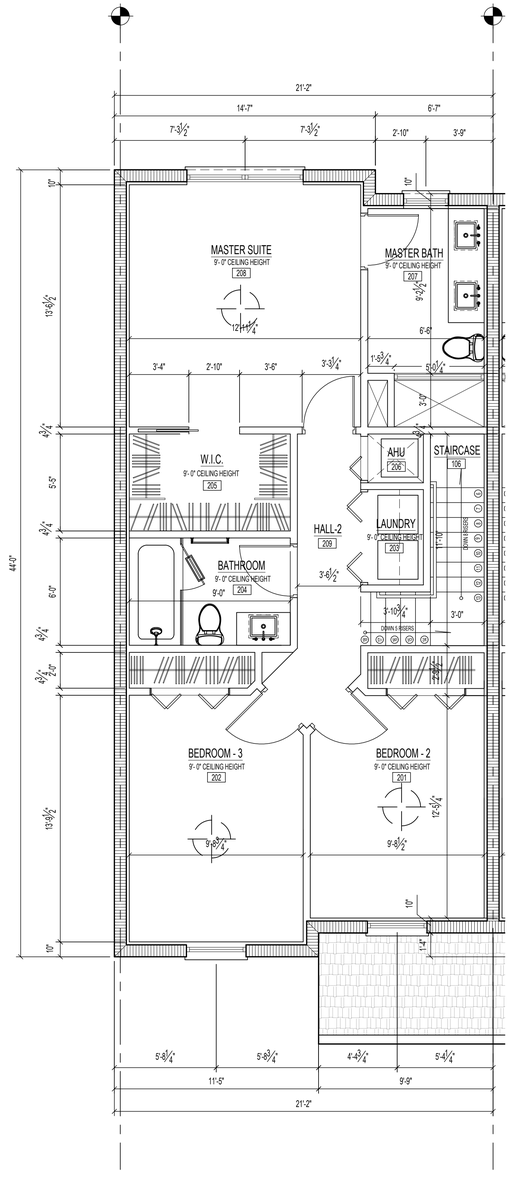


UNIT-A GROUND FLOOR PLAN - MIDDLE UNIT

SCALE : 1/4"=1'-0"



UNIT-A SECOND FLOOR PLAN - MIDDLE UNIT

SCALE : 1/4"=1'-0"

CONCRETE MASONRY WALL
SEE STRUCTURAL PLANS FOR DETAILS

CONCRETE COLUMN

3⅝" OR 6" METAL STUD PARTITION 24" o.c. WITH ½" GYPSUM BOARD ON EACH SIDE

3⅝" METAL STUD PARTITION 16" o.c. WITH 1/2" GYPSUM BOARD ON BOTH SIDES.

SQUARE FOOTAGE CALCULATIONS	
SIZE	AREA
FIRST FLOOR AIR CONDITIONED	681 S.F.
GARAGE (NON AIR CONDITIONED)	213 S.F.
REAR PATIO (NOT INCLUDED IN TOTALS)	30 S.F.
SUBTOTAL - FIRST FLOOR	894 S.F.
SECOND FLOOR AIR CONDITIONED	894 S.F.
SUBTOTAL - SECOND FLOOR	894 S.F.
TOTAL	1,788 S.F.

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CLAUDIA DE NARVAEZ, NCARB
Registered Architect
(561) 716-0317
11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 1

3820-3838-3864
GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
UNIT-A FLOOR PLANS

SCALE
1/4"=1'-0"

SHEET No.
A-2.1

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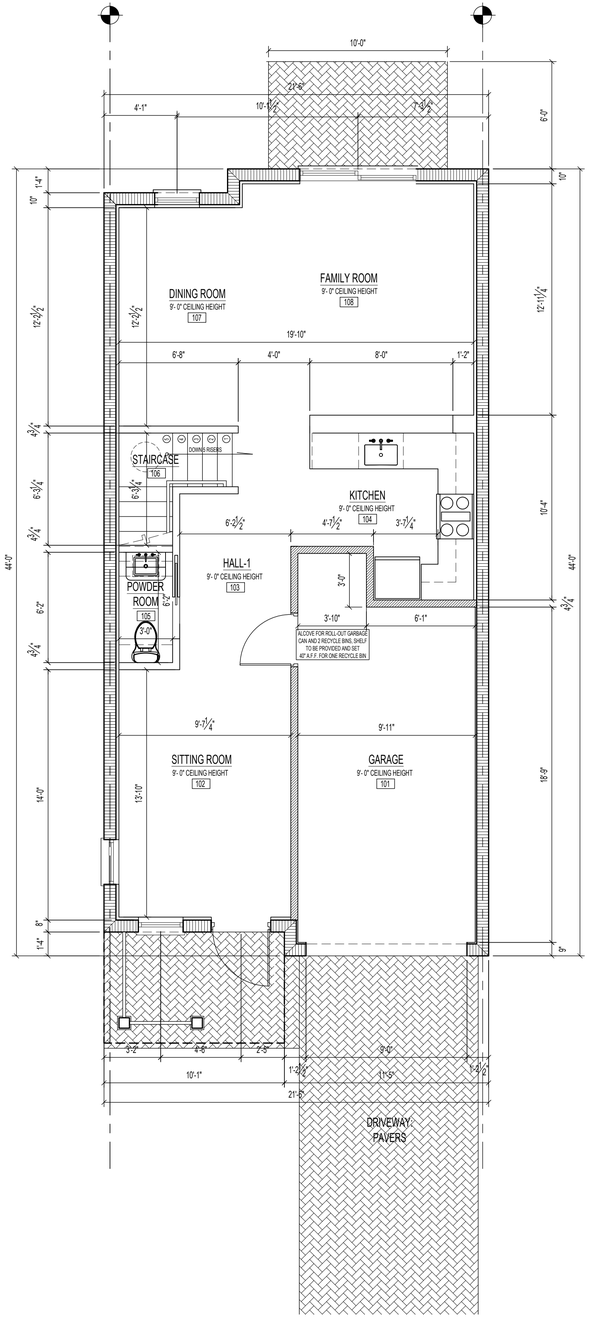
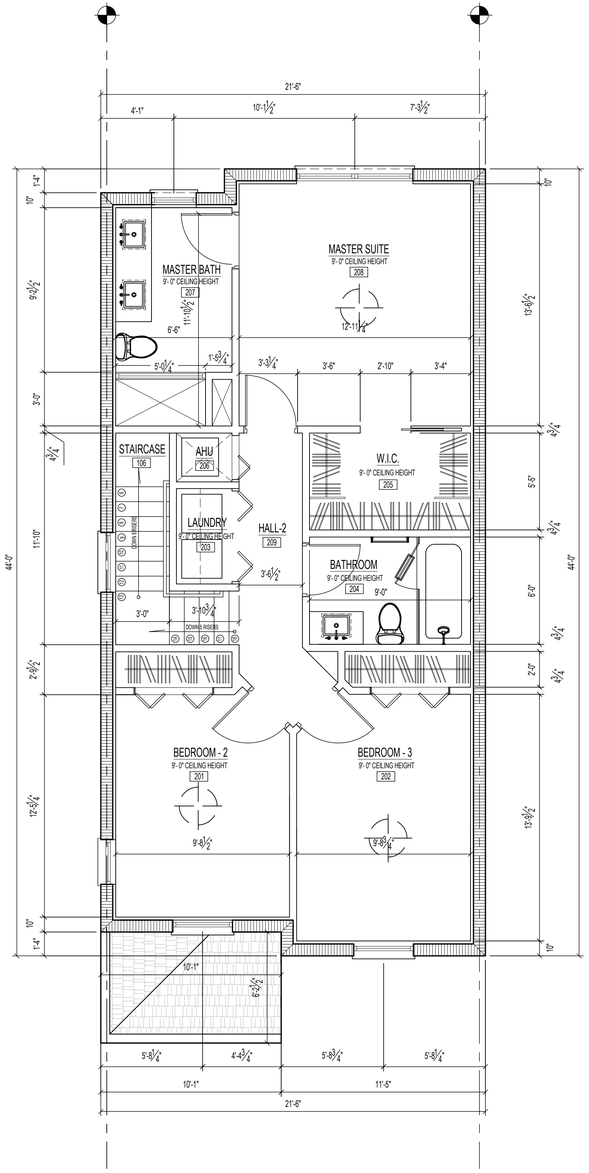


UNIT-B GROUND FLOOR PLAN - CORNER UNIT

SCALE : 1/4"=1'-0"



UNIT-B SECOND FLOOR PLAN - CORNER UNIT

SCALE : 1/4"=1'-0"

	CONCRETE MASONRY WALL SEE STRUCTURAL PLANS FOR DETAILS
	CONCRETE COLUMN
	3⅝" OR 6" METAL STUD PARTITION 24" o.c. WITH ½" GYPSUM BOARD ON EACH SIDE.
	3⅝" METAL STUD PARTITION 16" o.c. WITH 1/2" GYPSUM BOARD ON BOTH SIDES.

SQUARE FOOTAGE CALCULATIONS	
SIZE	AREA
FIRST FLOOR AIR CONDITIONED	694 S.F.
GARAGE (NON AIR CONDITIONED)	213 S.F.
REAR PATIO (NOT INCLUDED IN TOTALS)	30 S.F.
SUBTOTAL - FIRST FLOOR	907 S.F.
SECOND FLOOR AIR CONDITIONED	907 S.F.
SUBTOTAL - SECOND FLOOR	907 S.F.
TOTAL	1,814 S.F.

CLAUDIA DE NARVAEZ, NCARB
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JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 1

3820-3838-3864
GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

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LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
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ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
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DATE
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LAST REVISION

DESCRIPTION
UNIT-B FLOOR PLANS

SCALE
1/4"=1'-0"

SHEET No.
A-3.1

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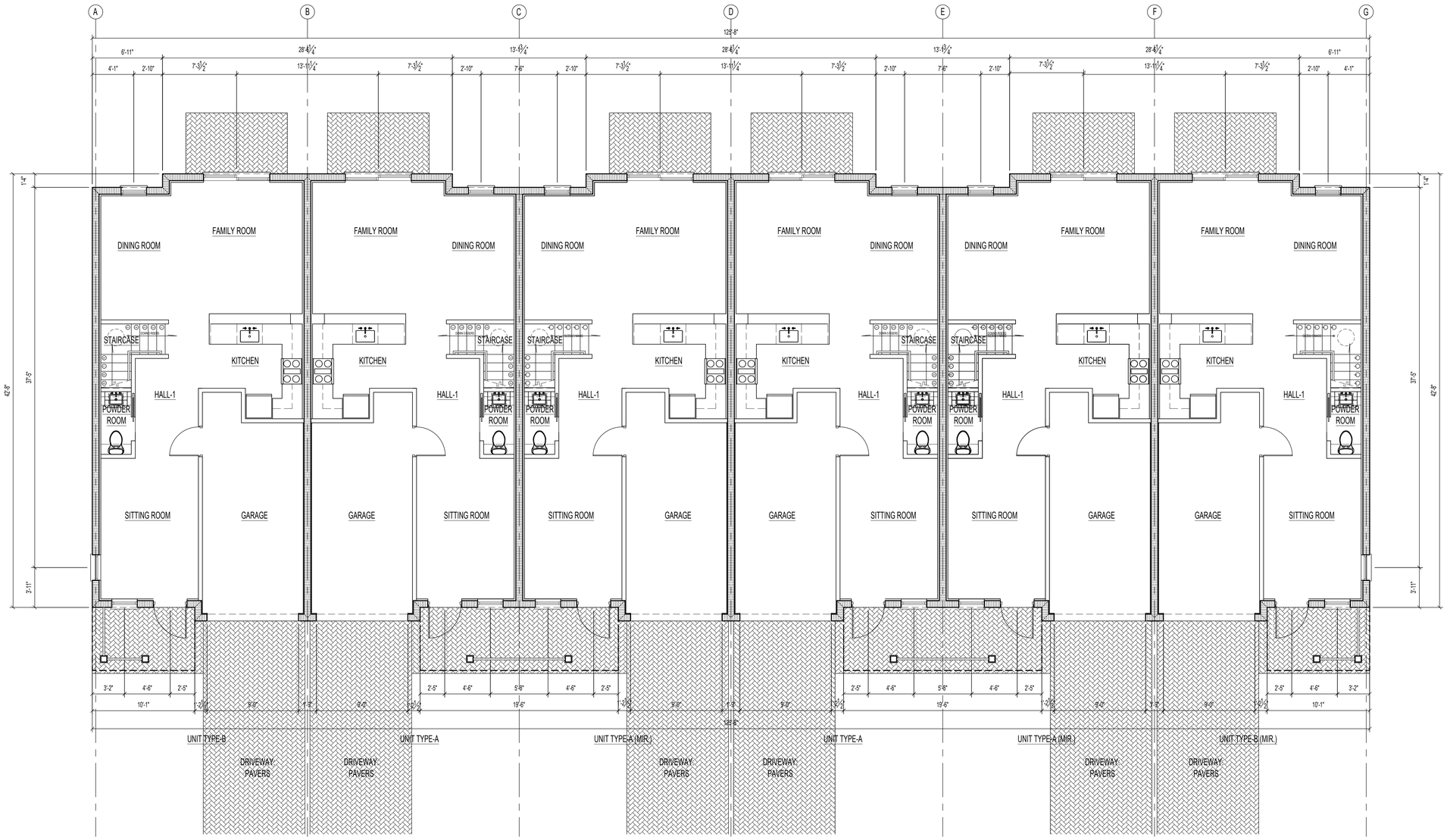

6 - UNIT BLOCK GROUND FLOOR PLAN

SCALE : 3/16"=1'-0"

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JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 1

3820-3838-3864
GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

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ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
6-UNIT BUILDING GROUND FLOOR PLAN

SCALE
3/16"=1'-0"

SHEET No.
A-5.1

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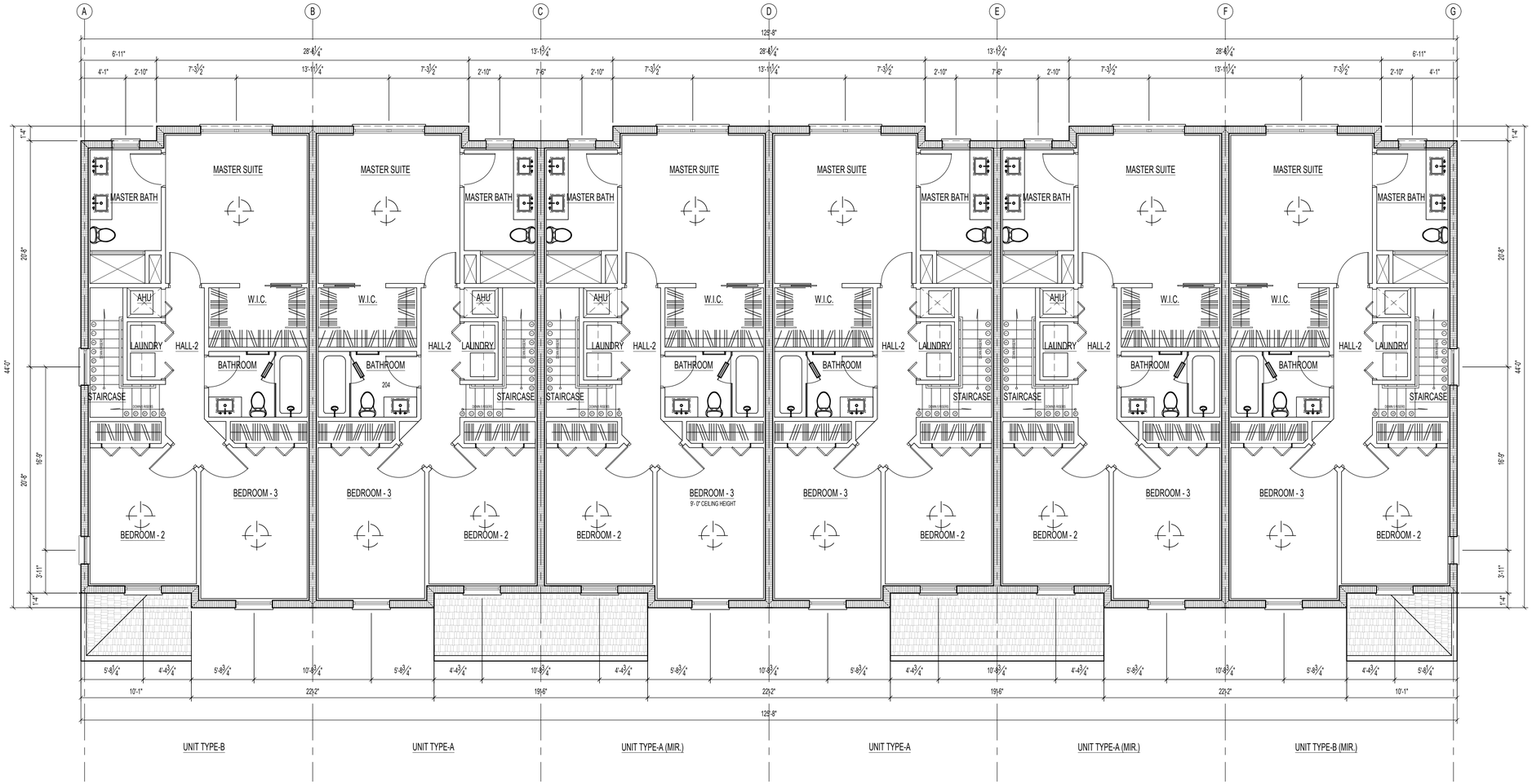

6 - UNIT BLOCK SECOND FLOOR PLAN

SCALE : 3/16"=1'-0"

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REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
6-UNIT BUILDING SECOND FLOOR PLAN

SCALE
3/16"=1'-0"

SHEET No.
A-5.2

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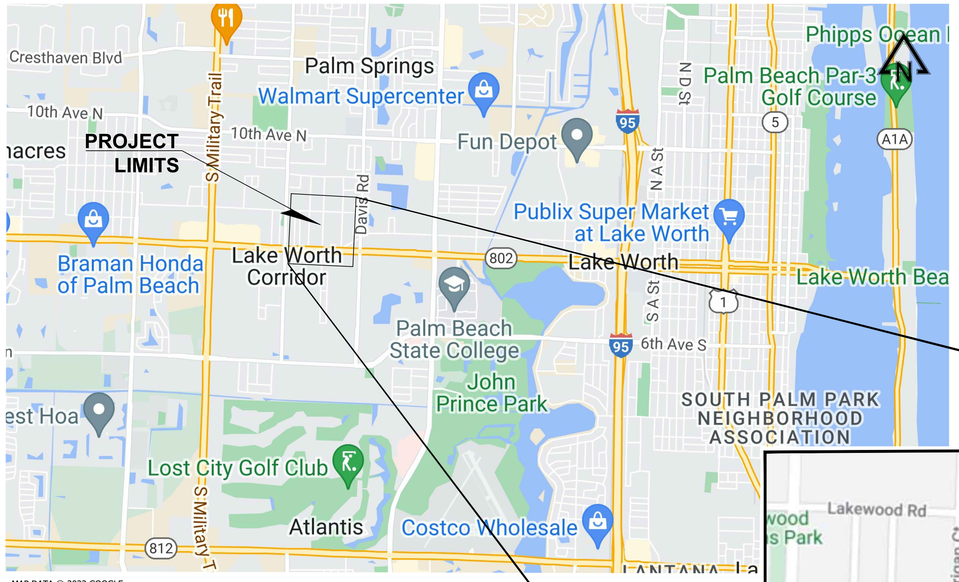
GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461

PREPARED FOR

VILLAGE OF PALM SPRINGS

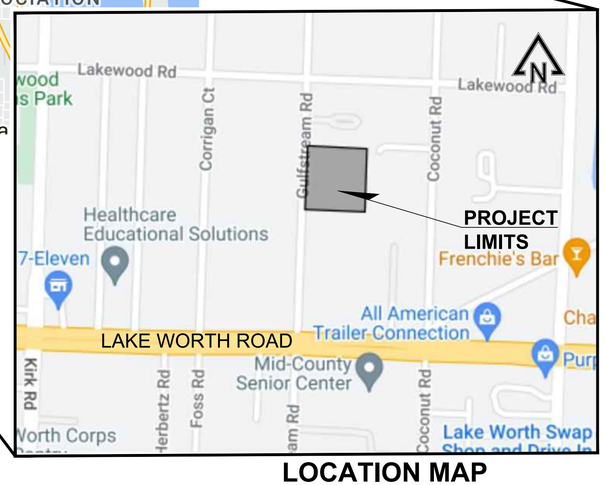
OCTOBER 2023



SECTION 19, TOWNSHIP 44S, RANGE 43E

VICINITY MAP

NTS



LOCATION MAP

NTS

SHEET INDEX

SHEET NO	SHEET TITLE
C-1	COVER
C-2	PRELIMINARY DEMOLITION PLAN
C-3	PAVING, GRADING, AND DRAINAGE PLAN
C-4	WATER AND SEWER PLAN
C-5	SIGNAGE AND PAVEMENT MARKING PLAN
C-6	CROSS SECTIONS
C-7	PAVING, GRADING AND DRAINAGE DETAILS
C-8	WATER AND SEWER DETAILS
C-9	WATER AND SEWER DETAILS
C-10	WATER AND SEWER DETAILS
C-11	WATER AND SEWER DETAILS

TOTAL NO OF SHEETS - 11

PRELIMINARY SUBMITTAL

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Know what's below. Call before you dig.

SUBMITTAL, PRELIMINARY

PLOT: 1/18/2024 8:19:39 AM

REVISIONS

NO	DATE	REMARKS	BY
1	4/7/2023	VPS COMMENTS	KAK
2	12/14/2023	VPS COMMENTS	KAK

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ADAM SWANEY, P.E.
NO. 72235

GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
COVER

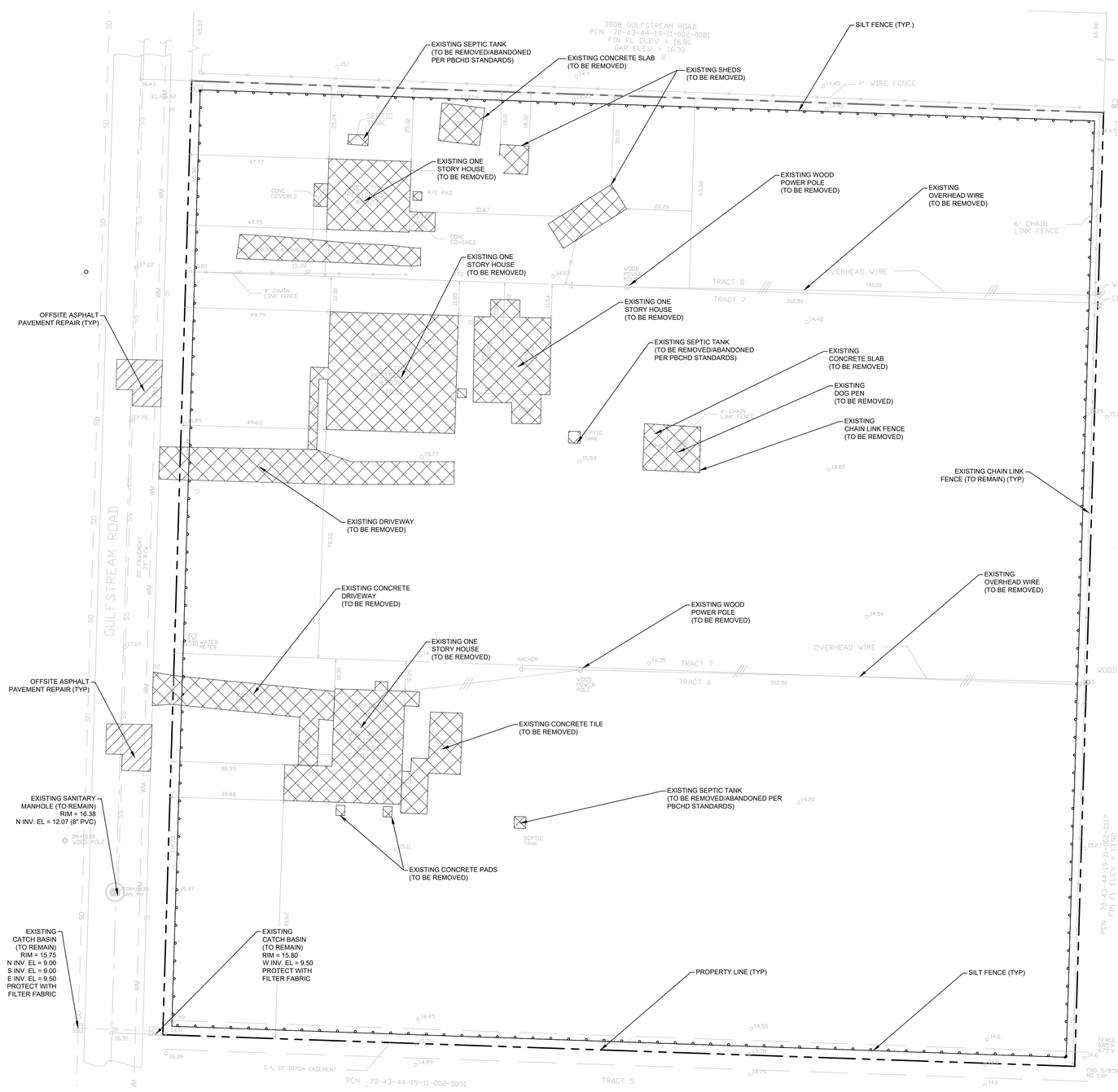
A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
1280 N. CONGRESS AVE., SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 •
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

J:\Land Projects RZ\22105.01 Gulfstream Village Apartments\DWG\East\22105.01_CVR_EAST.dwg DATE: 4/13/2023 5:43 PM

DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-1
TOTAL SHEETS 11

JOB NO. 22105.01



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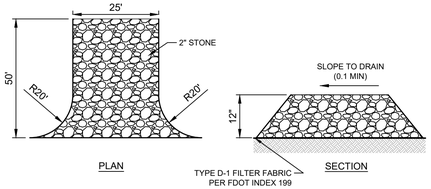
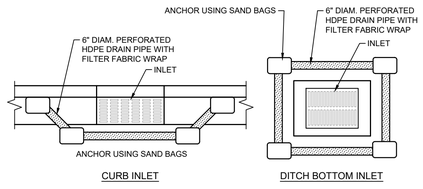


TEMPORARY GRAVEL ENTRANCE
N.T.S.



STORM DRAIN INLET PROTECTION
N.T.S.

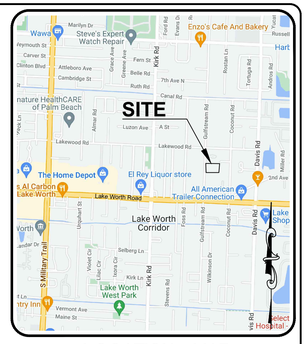
GRAPHIC SCALE
0 20' 30' 40'
SCALE: 1" = 20'

PROPOSED DEMOLITION LEGEND:

- SILT FENCE
- DEMOLISH
- OFFSITE ASPHALT PAVEMENT REPAIR

SURVEY LEGEND:
X.XX = EXISTING LOT GRADES.
N&TT = NAIL AND TIN TAB
M.E. = MAINTENANCE EASEMENT
FP&L = FLORIDA POWER & LIGHT
P.C.P.= PERMANENT CONTROL POINT
C/L = CENTERLINE
SDE = SWALE DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
FND = FOUND
CONC = CONCRETE
N&D = NAIL & DISC
IR&C = IRON ROD & CAP
R/W = RIGHT OF WAY
F.F. = FINISH FLOOR
R = RADIUS
A = DELTA
L = LENGTH

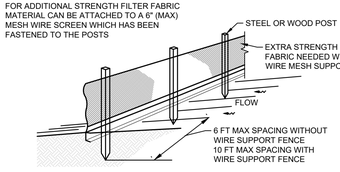
GENERAL NOTES:
1. ALL ELEVATIONS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
2. TOPOGRAPHIC SURVEY PERFORMED BY UNIVERSAL SURVEYING SYSTEMS, INC. LAST REVISED ON SEPTEMBER 20, 2022.
3. EXISTING DRAINAGE INFORMATION OBTAINED FROM GULFSTREAM ROAD DRAINAGE IMPROVEMENTS PLANS AS PREPARED BY CRAVEN, THOMPSON AND ASSOCIATES, INC.
4. CONTRACTOR TO PROVIDE MOT PLAN FOR PROPOSED IMPROVEMENTS ALONG GULFSTREAM ROAD.

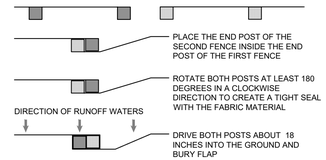


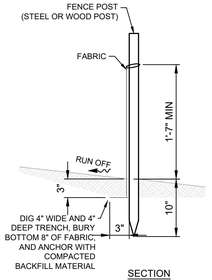
LOCATION MAP
N.T.S.

POLLUTION PREVENTION NOTES:

1. ALL POLLUTION PREVENTION MEASURES SHALL BE STRICTLY ENFORCED.
2. PROVISIONS FOR CONTROL OF POLLUTION:
   A. SUFFICIENT PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT THE RUN-OFF OF POLLUTING SUBSTANCES SUCH AS SILT, CLAY, FUELS, OILS, BITUMEN'S OR OTHER POLLUTING MATERIALS HARMFUL TO HUMANS, FISH, OR OTHER LIFE, INTO THE SUPPLIES AND SURFACE WATERS OF THE STATE OF FLORIDA. CONTROL MEASURES MUST BE ADEQUATE TO ASSURE THAT TURBIDITY IN THE RECEIVING WATER WILL NOT BE INCREASED MORE THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND UNLESS OTHERWISE PERMITTED. SPECIAL PRECAUTIONS SHALL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION. EROSION EVIDENT WITHIN THE LIMITS OF CONSTRUCTION OR OTHER AREAS AFFECTED BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
   B. FILL OUT A NOTICE OF INTENT FORM (FDEP FORM 62-621.300(4)(B) AND SUBMIT IT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
   C. EXCAVATION OF WATER MANAGEMENT FACILITIES SHOULD OCCUR IMMEDIATELY AFTER CLEARING AND GRUBBING TO SERVE AS A SEDIMENT TRAP OR CATCHMENT FOR STORMWATER RUNOFF FROM EXPOSED SOILS.
   D. CONSTRUCT PERIMETER BERM OR GRADE SITE TO PREVENT OFF-SITE DISCHARGE OF STORMWATER RUNOFF.
   E. PLACE SILT FENCES OR HAY BALES TO CONTAIN EROSION IN AREAS PRONE TO STORMWATER RUNOFF EROSIVE VELOCITIES.
   F. PROTECT EACH INLET THAT MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE WITH SILT FENCE/FILTER FABRIC STAKED IN PLACE.
   G. TAKE ALL REASONABLE PRECAUTIONS TO CONTROL DUST AND UNCONFINED PARTICULATE MATTER. THE APPLICATION OF WATER IS AN ACCEPTABLE DUST SUPPRESSANT ON ROADWAYS, STOCKPILES, AND ANY OTHER AREAS WITHIN THE PROJECT BOUNDARIES. DUST SUPPRESSANT WATER SHALL BE APPLIED IN SUCH A MANNER SO AS NOT TO PRODUCE EXCESS RUNOFF AND EROSION.
   H. TAKE PRECAUTIONS IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION.
3. OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES:
   A. HAZARDOUS WASTE - DISPOSE OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS.
   B. NOISE - MINIMIZE NOISE CAUSED BY THE OPERATION OF EQUIPMENT. ABIDE BY ALL LOCAL REGULATIONS COVERING NOISE CONTROL.
   C. ODORS - DO NOT CAUSE OBJECTIONABLE ODORS TO BE GENERATED.
   D. OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE SHALL BE COVERED WITH A TARPAULIN.
   E. OPEN BURNING - NO OPEN FIRES OR BURNING OF MATERIALS.
   F. PAINTS - ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM, BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO THE PAINT MANUFACTURER'S INSTRUCTIONS AND STATE OR LOCAL REGULATIONS.
   G. PETROLEUM PRODUCTS - MONITOR ONSITE VEHICLES AND TANKS FOR LEAKS. THEY SHALL RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. STORE PETROLEUM PRODUCTS IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. USE ASPHALT SUBSTANCES ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE SECONDARY CONTAINMENT FOR ALL ABOVE GROUND FUEL TANKS.
   H. SANITARY WASTE - COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS AT LEAST TWICE PER WEEK.
   I. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER PROVIDED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. DEPOSIT ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE IN THE DUMPSTER. THE DUMPSTER IS TO BE EMPTIED AS NEEDED SO THERE IS NO OVERFLOW. HAUL TRASH TO A STATE APPROVED LANDFILL FACILITY.
4. MAINTENANCE / INSPECTION PROCEDURES:
   A. INSPECT ALL CONTROL MEASURES AT LEAST ONCE PER WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCHES OR GREATER.
   B. MAINTAIN ALL MEASURES IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT MUST BE INITIATED WITHIN 24 HOURS OF THE ONSITE INSPECTION REPORT.
   C. REMOVE BUILT UP SEDIMENT FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
   D. INSPECT SILT FENCE FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
   E. PREPARE A MAINTENANCE INSPECTION REPORT AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS FOUND AT THE END OF THIS SECTION.
   F. THE CONTRACTOR SHALL DESIGNATE A QUALIFIED PERSON TO BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND COMPLETING THE INSPECTION AND MAINTENANCE REPORTS.
   G. NON-STORMWATER DISCHARGES ARE PERMISSIBLE PROVIDED THAT DISCHARGE DOES NOT CAUSE EROSION OR CREATE TURBIDITY WITHIN THE RECEIVING BODY AND ARE IN COMPLIANCE WITH REGULATORY REQUIREMENTS. THESE DISCHARGES MAY INCLUDE WATER LINE FLUSHING, FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, DUST CONTROL, IRRIGATION DRAINAGE, AIR CONDITIONING CONDENSATION, AND WATER USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.
5. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
6. AUTHORIZATION FOR INSTALL EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT BOX, IT'S LOCATION SHOWN ELSEWHERE ON THIS PAGE.
7. PRIOR TO SCHEDULING A FINAL ENVIRONMENTAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
8. SOIL STABILIZATION SHALL BE COMPLETED WITHIN 30 DAYS OF VEGETATION REMOVAL. STABILIZATION TO CONSIST OF PLACEMENT OF SOD OF ALL DISTURBED AREAS.







NOTES:
1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UP SLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UP SLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH TIES SPACED EVERY 24 INCHES AT TOP AND MID. SECTION. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
8. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE OR DEPTH OF ACCUMULATED SEDIMENT REACHES 6 INCHES.
9. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
10. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
11. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
12. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.
13. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.
14. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
15. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN.
16. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.

SILT FENCE INSTALLATION DETAIL
N.T.S.

REVISIONS			
NO.	DATE	REMARKS	BY
1	4/7/2023	VPS COMMENTS	KAK
2	9/18/2023	VPS COMMENTS	KAK

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ADAM SWANEY, P.E.
NO. 72235

GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
PRELIMINARY DEMOLITION PLAN

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PH (561)655-1151 • FAX (561)832-9390 •
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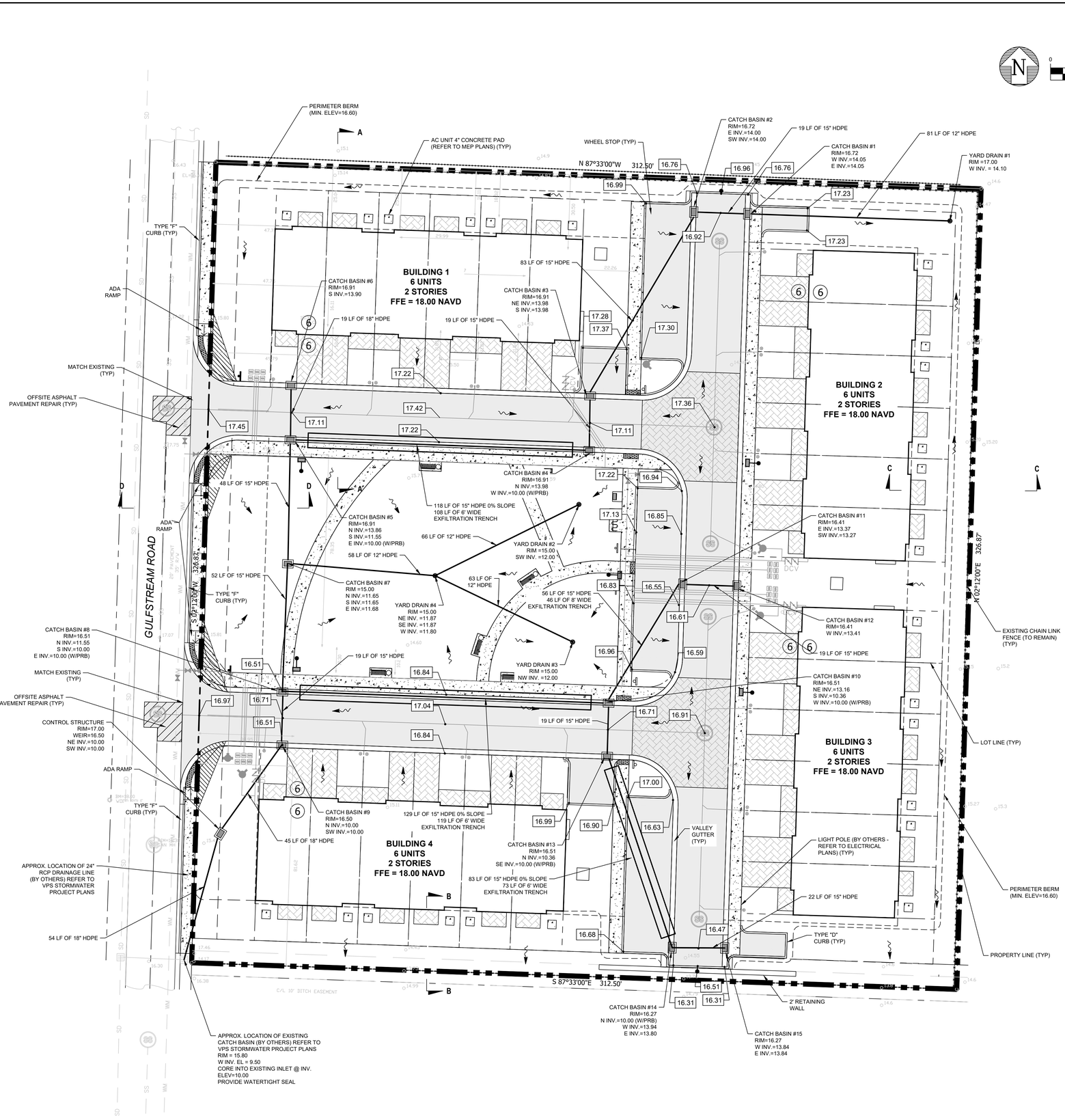
J:\Land Projects R\22\105.01 Gulfstream Village Apartments\DWG\Exist\22105.01 Prelim Demo_East.dwg DATE: 4/13/2023 5:43 PM

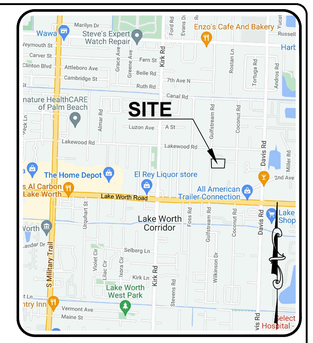
DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-2
JOB NO. 22105.01

PLOT: 1/18/2024 8:19:46 AM

SUBMITTAL, PRELIMINARY





LOCATION MAP
N.T.S.

PROPOSED ENGINEERING LEGEND:

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- PAVERS
- OFFSITE ASPHALT PAVEMENT REPAIR
- CATCH BASIN
- YARD DRAIN
- DRAINAGE FLOW DIRECTION
- PROPOSED ELEVATION
- EXFILTRATION TRENCH
- PCB POLLUTION CONTROL BAFFLE

SURVEY LEGEND:

X.XX = EXISTING LOT GRADES.
N&TT = NAIL AND TIN TAB
M.E. = MAINTENANCE EASEMENT
FP&L = FLORIDA POWER & LIGHT
P.C.P.= PERMANENT CONTROL POINT
C/L = CENTERLINE
SDE = SWALE DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
FND = FOUND
CONC = CONCRETE
N&D = NAIL & DISC
IR&C = IRON ROD & CAP
R/W = RIGHT OF WAY
F.F. = FINISH FLOOR
R = RADIUS
A = DELTA
L = LENGTH

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
2. TOPOGRAPHIC SURVEY PERFORMED BY UNIVERSAL SURVEYING SYSTEMS, INC. LAST REVISED ON SEPTEMBER 20, 2022.
3. EXISTING DRAINAGE INFORMATION OBTAINED FROM GULFSTREAM ROAD DRAINAGE IMPROVEMENTS PLANS AS PREPARED BY CRAVEN, THOMPSON AND ASSOCIATES, INC.
4. CONTRACTOR TO PROVIDE MOT PLAN FOR PROPOSED IMPROVEMENTS ALONG GULFSTREAM ROAD

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ADAM SWANEY, P.E.
NO. 72235

GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461

PAVING, GRADING, AND DRAINAGE PLAN

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DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-3
SHEET TOTAL 11
JOB NO. 22105.01

J:\Land Projects R22\22105.01 Gulfstream Village Apartments\DWG\East\22105.01 NEW Prelim Eng_East.dwg DATE: 1/18/2024 8:18 AM

PLOT: 1/18/2024 8:19:56 AM

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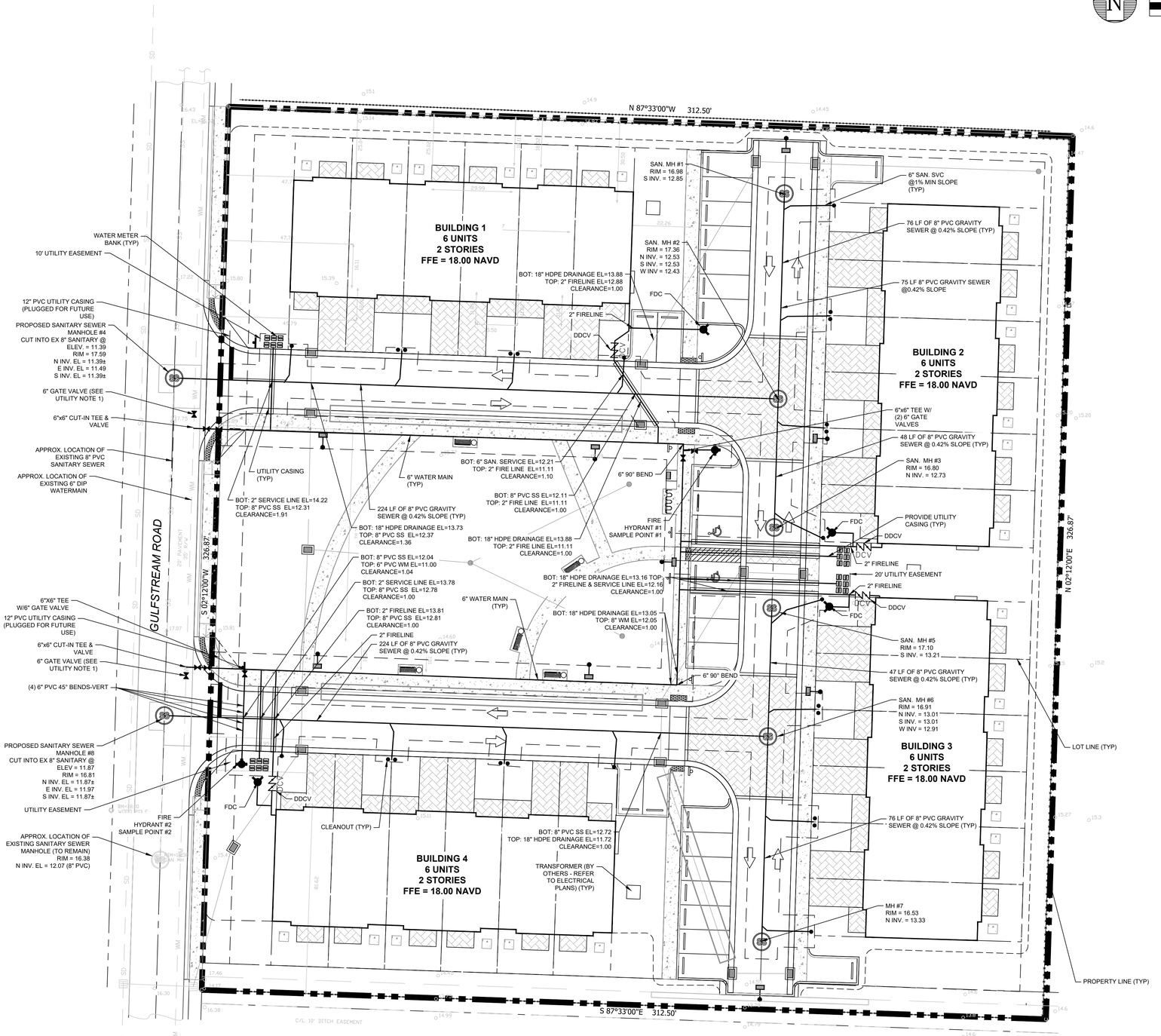

GRAPHIC SCALE
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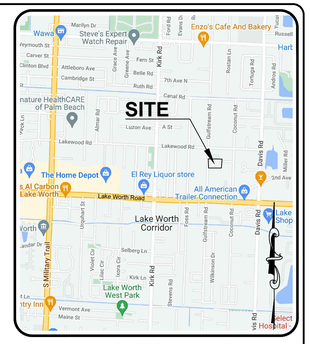
SCALE: 1" = 20'



LOCATION MAP
N.T.S.

PROPOSED ENGINEERING LEGEND:

- SANITARY MANHOLE
- SANITARY CLEANOUT
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WATERMAIN FITTING (REFER TO PLANS FOR DETAIL)
- EASEMENT

SURVEY LEGEND:
X.XX = EXISTING LOT GRADES.
N&TT = NAIL AND TIN TAB
M.E. = MAINTENANCE EASEMENT
FP&L = FLORIDA POWER & LIGHT
P.C.P.= PERMANENT CONTROL POINT
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GENERAL NOTES:
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2. TOPOGRAPHIC SURVEY PERFORMED BY UNIVERSAL SURVEYING SYSTEMS, INC. LAST REVISED ON SEPTEMBER 20, 2022.
3. EXISTING DRAINAGE INFORMATION OBTAINED FROM GULFSTREAM ROAD DRAINAGE IMPROVEMENTS PLANS AS PREPARED BY CRAVEN, THOMPSON AND ASSOCIATES, INC.

UTILITY NOTES:
1. IF ISOLATION OF THE EXISTING WATERMAIN IS PROHIBITED/UNOBTAINABLE, AN INSERTION VALVE SHALL BE USED IN PLACE OF A GATE VALVE.

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ADAM SWANEY, P.E.
NO. 72235

GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
WATER AND SEWER PLAN

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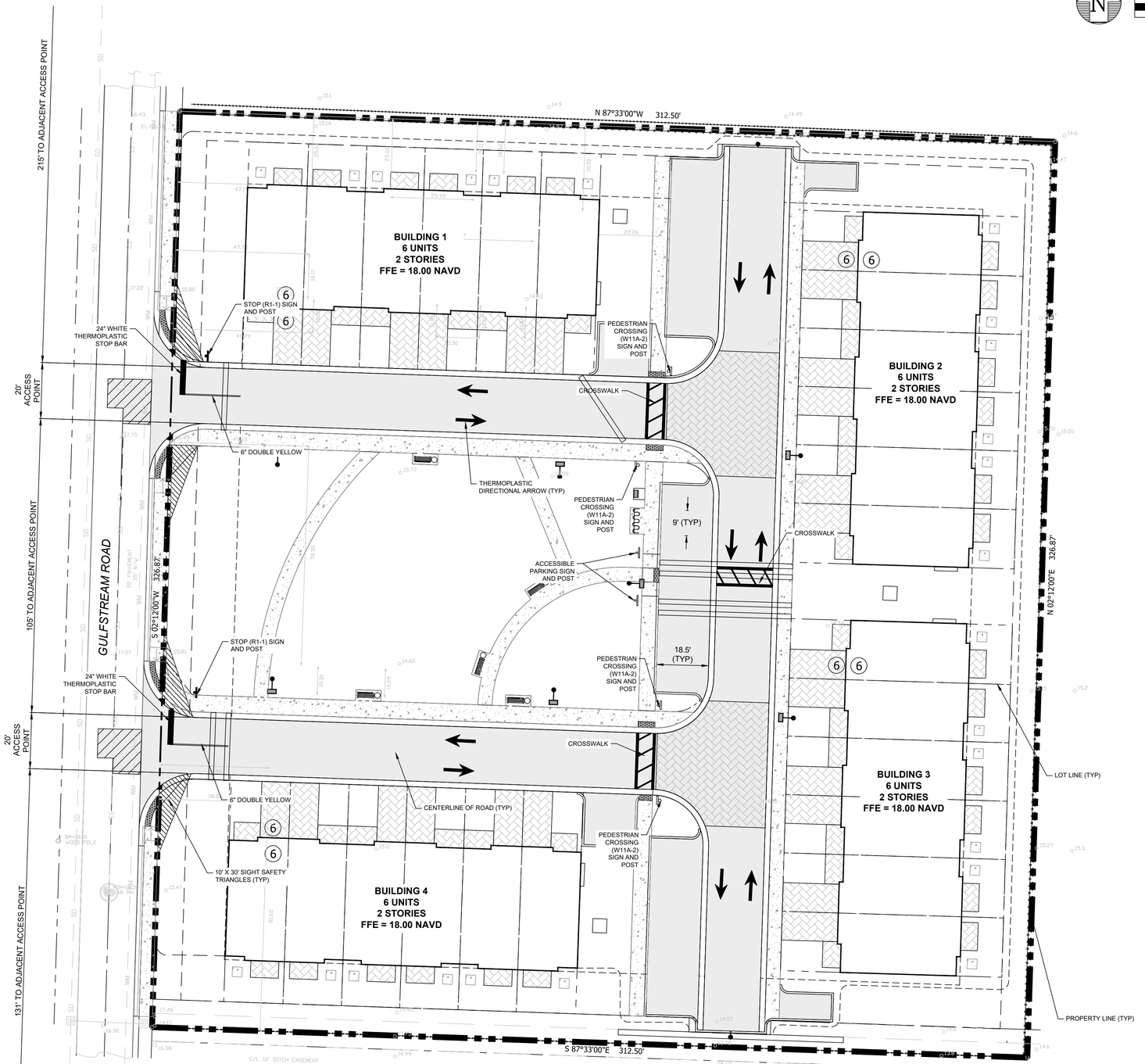
DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS
SHEET NO.	C-4
	11
JOB NO.	22105.01

J:\Land Projects R2\22105.01 Gulfstream Village Apartments\DWG\Eat\22105.01 NEW Prelim Eng_Eat.dwg DATE: 1/18/2024 8:18 AM

PLOT: 1/18/2024 8:20:02 AM

SUBMITTAL, PRELIMINARY



GRAPHIC SCALE
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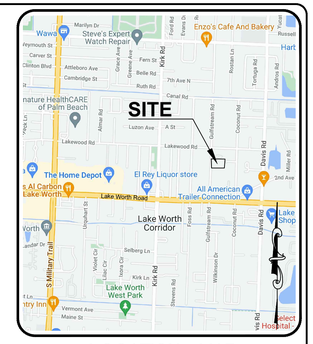
SCALE: 1" = 20'



LOCATION MAP
N.T.S.

PROPOSED ENGINEERING LEGEND:

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- PAVERS
- OFFSITE ASPHALT PAVEMENT REPAIR
- SIGN

SURVEY LEGEND:
X.XX = EXISTING LOT GRADES.
N&TT = NAIL AND TIN TAB
M.E. = MAINTENANCE EASEMENT
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2. TOPOGRAPHIC SURVEY PERFORMED BY UNIVERSAL SURVEYING SYSTEMS, INC. LAST REVISED ON SEPTEMBER 20, 2022.
3. EXISTING DRAINAGE INFORMATION OBTAINED FROM GULFSTREAM ROAD DRAINAGE IMPROVEMENTS PLANS AS PREPARED BY CRAVEN, THOMPSON AND ASSOCIATES, INC.

SIGNAGE AND PAVEMENT MARKING NOTES:

1. ALL STRIPING SHALL BE PAINTED IN ACCORDANCE WITH SECTION 710 OF THE FDOT SPECIFICATIONS, LATEST EDITION, EXCEPT WHERE INDICATED TO BE THERMOPLASTIC. ALL STOP BARS, STRIPING AT ENTRANCE/EXIT DRIVES, AND DIRECTIONAL ARROWS SHALL BE THERMOPLASTIC. ALL PARKING STALLS STRIPING SHALL BE PAINTED.
2. PAVEMENT DIRECTIONAL ARROWS ARE TO BE THERMOPLASTIC AND SHALL COMPLY WITH THE LATEST EDITION FDOT STANDARD PLANS, INDEX 711-001.
3. THERMOPLASTIC STRIPING MATERIAL SHALL BE APPLIED IN ACCORDANCE WITH SECTION 711 OF THE FDOT SPECIFICATIONS, LATEST EDITION. THICKNESS SHALL BE 90 MILS. MIN. AND 120 MILS. MAX. (ALKYD ONLY) AND EXTRUDED ONLY.
4. PAVEMENT MARKING AND GEOMETRICS SHALL COMPLY WITH LATEST EDITION OF THE MUTCD FOR STREETS AND HIGHWAYS.
5. THE DISTANCE BETWEEN THE STOP BAR AND CROSSWALKS SHALL BE 4 FEET MINIMUM.
6. THERMOPLASTIC MATERIAL SHALL NOT BE INSTALLED ON THIS PROJECT UNTIL 14 CALENDAR DAYS FOLLOWING THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.
7. PAINT MATERIAL SHALL NOT BE APPLIED TO THE ASPHALT ON THIS PROJECT UNTIL 7 CALENDAR DAYS FOLLOWING THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.

MUTCD R1-1

MUTCD W11A-2

PRELIMINARY SUBMITTAL

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ADAM SWANEY, P.E.
NO. 72235

GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461

SIGNAGE AND PAVEMENT MARKING PLAN

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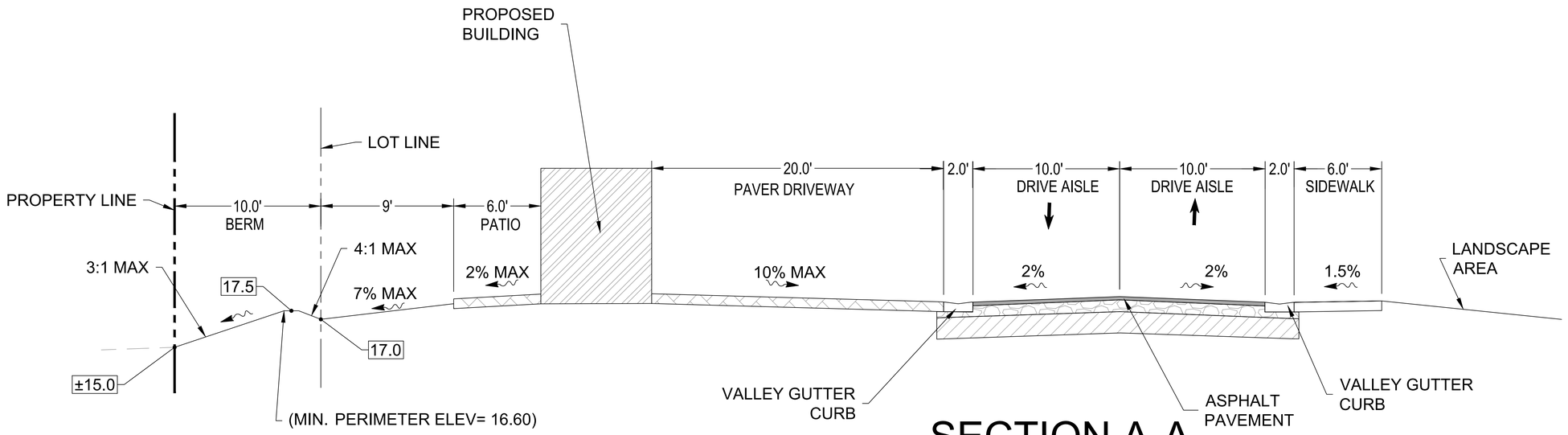
DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS
SHEET NO.	C-5
	11
JOB NO.	22105.01

J:\Land Projects R\22105.01 Gulfstream Village Apartments\DWG\East\22105.01 NEW Prelim Eng_East.dwg DATE: 1/18/2024 8:18 AM

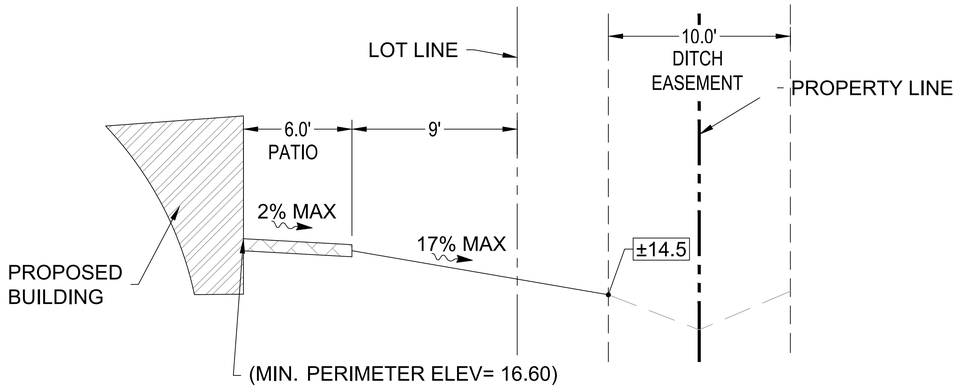
PLOT: 1/18/2024 8:20:07 AM

SUBMITTAL, PRELIMINARY



SECTION A-A

N.T.S.



SECTION B-B

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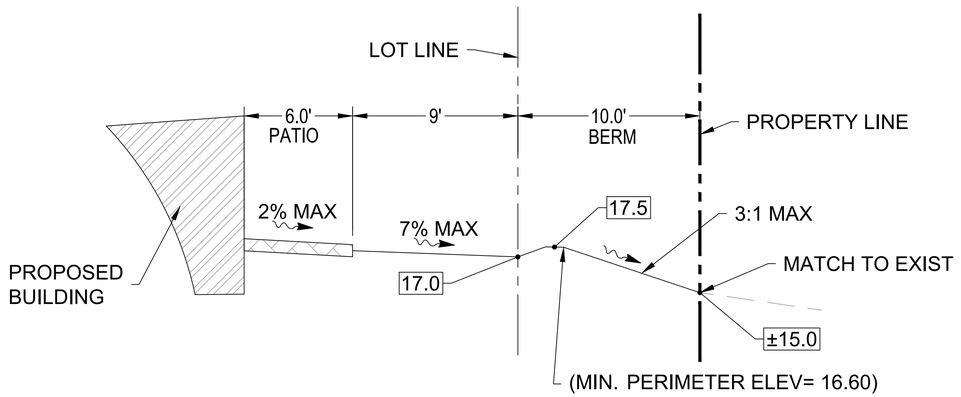

SECTION C-C

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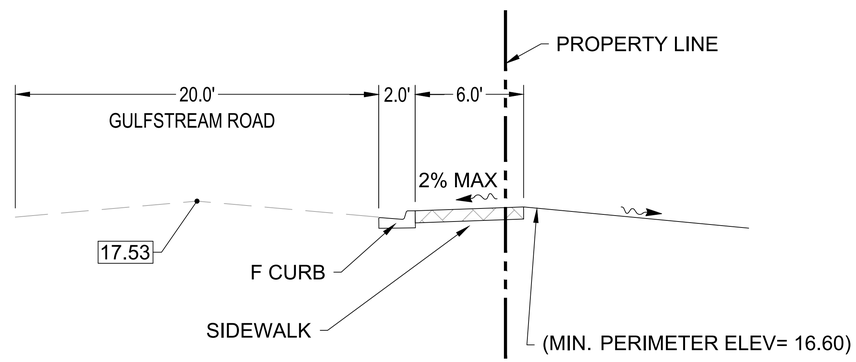

SECTION D-D

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ADAM SWANEY, P.E. NO. 72235

GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
CROSS SECTIONS

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DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-6
TOTAL SHEETS 11

JOB NO. 22105.01

J:\Land Projects R2\22105.01 Gulfstream Village Apartments\DWG\East\22102.01 DETAIL.dwg DATE: 1/5/2024 3:48 PM

PLOT: 1/18/2024 8:20:14 AM

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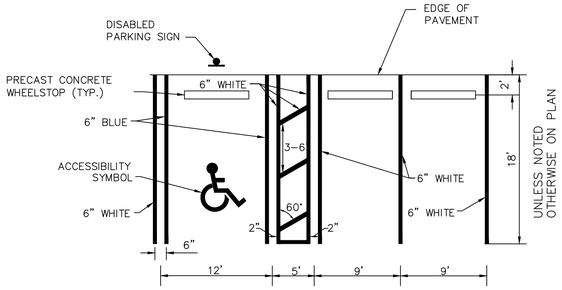
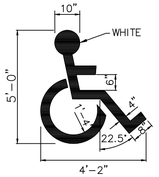


PARKING SPACE MARKINGS



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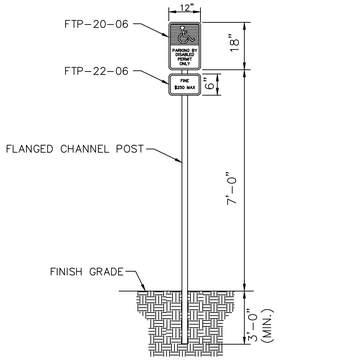
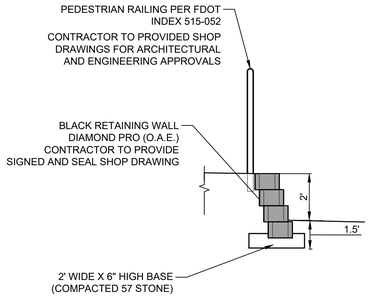
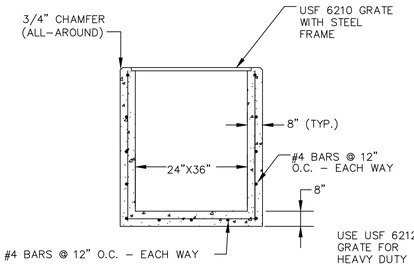


SIGNS SHALL BE PER INDEX 17355, SHEET 2 OF THE 2013 FLORIDA DEPARTMENT OF TRANSPORTATION'S DESIGN STANDARDS. POSTS SHALL BE PER THE PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS (NO. T-P-17-001), SHEET 9.

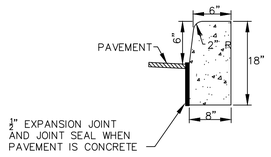
DISABLED PARKING SIGN



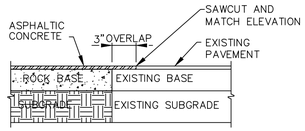
2' HIGH NORTH RETAINING WALL
NTS



DRAINAGE INLET - TYPE C



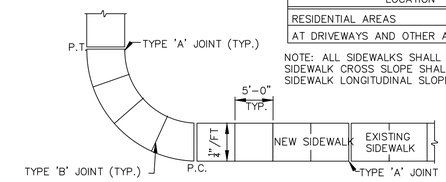
TYPE "D" CURB



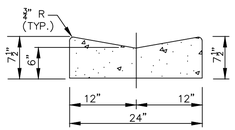
ASPHALT PAVEMENT JOINT

TABLE OF SIDEWALK THICKNESS	
LOCATION	
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

NOTE: ALL SIDEWALKS SHALL MEET ADA STANDARDS.
SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
SIDEWALK LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.

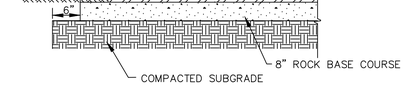


PLAN

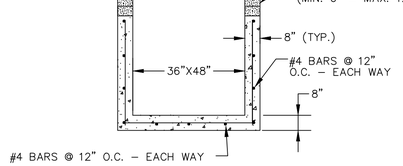


VALLEY GUTTER

CONCRETE SIDEWALK

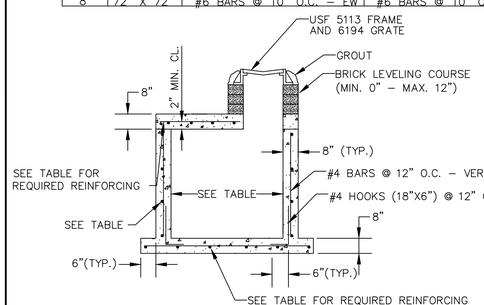


ASPHALT PAVEMENT SECTION

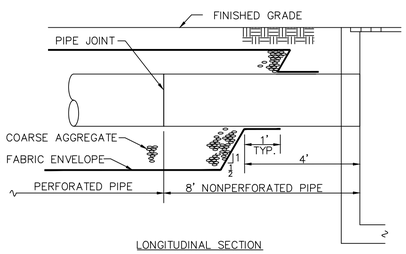


DRAINAGE INLET - TYPE E1

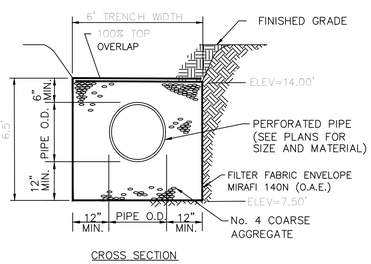
INLET TYPE	STRUCTURE SIZE	SLAB REINFORCING REQUIRED	HORIZ. REINFORCING REQ.
3	36" X 36"	#4 BARS @ 10" O.C. - EW	#4 BARS @ 10" O.C.
4	48" X 48"	#5 BARS @ 10" O.C. - EW	#5 BARS @ 10" O.C.
5	54" X 54"	#5 BARS @ 10" O.C. - EW	#5 BARS @ 10" O.C.
6	60" X 60"	#6 BARS @ 10" O.C. - EW	#5 BARS @ 10" O.C.
7	66" X 66"	#6 BARS @ 10" O.C. - EW	#6 BARS @ 10" O.C.
8	72" X 72"	#6 BARS @ 10" O.C. - EW	#6 BARS @ 10" O.C.



DRAINAGE INLET

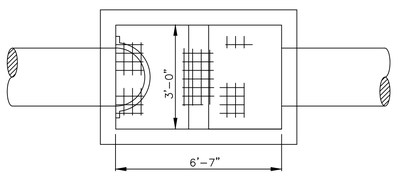


LONGITUDINAL SECTION

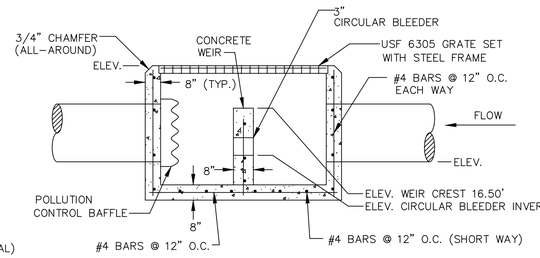


CROSS SECTION

EXFILTRATION TRENCH

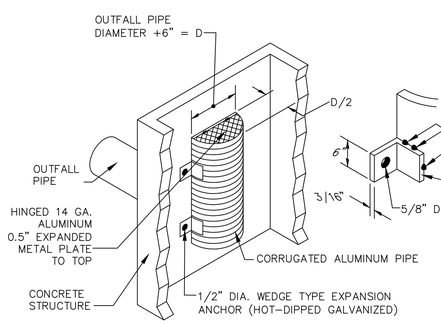


PLAN

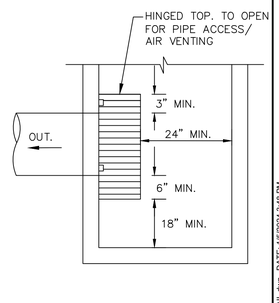


SECTION

CONTROL STRUCTURE



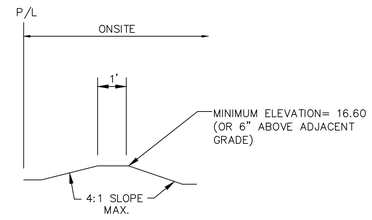
ISOMETRIC VIEW



SIDE VIEW

TOP OF BAFFLE SHALL BE 12 INCHES BELOW TOP OF STRUCTURE. BOTTOM OF BAFFLE SHALL BE 18 INCHES ABOVE BOTTOM OF STRUCTURE. BOTTOM OF BAFFLE SHALL BE 6 INCHES BELOW OUTFALL PIPE INVERT.

POLLUTION CONTROL BAFFLE



PERIMETER BERM DETAIL

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. 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.

Know what's below. Call before you dig.

SUBMITTAL, PRELIMINARY

PLOT: 1/18/2024 8:20:15 AM

REVISIONS

NO.	DATE	REMARKS	BY
1	4/7/2023	VPS COMMENTS	KAK

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ADAM SWANEY, P.E.
NO. 72235

GULFSTREAM IMPROVEMENTS - EAST
3820, 3838 & 3864 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
PAVING, GRADING AND DRAINAGE DETAILS

engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
A Higher Standard of Excellence
1280 N. CONGRESS AVE. SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561)855-1151 • FAX (561)832-5390 •
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

J:\Land Projects R2\22105.01 Gulfstream Village Apartments\DWG\East\22102.01 DETAIL.dwg DATE: 1/5/2024 3:48 PM

DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-7
SHEET TOTAL 11
JOB NO. 22105.01

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900

chen moore and associates

Village of Palm Springs Development Review

DATE:	1/25/2024
DESCRIPTION:	Palm Springs Townhouses – 3935 Gulfstream Road – Site Plan Application
APPLICANT:	Cotleur & Hearing
OWNER:	1185 N Benoist Farms Rd Unit 106 LLC
APPLICATION TYPE:	Site Plan (Minor/Major)
REQUEST:	Site Plan & Landscape Plan Review
LOCATION:	3935 Gulfstream Rd. (West), Palm Springs, FL 33461
STAFF REVIEW:	**COMMENT LETTER #5**

The Engineering Department has the following comments:

Site Plan

1. [Previously Comment 7.] Provide the location of transformers. Franchised utilities shall be installed underground and screened from view.
   Applicant Response: None.
   Village Response: Comment not addressed.
   Applicant Response: By Others. Refer to MEP Plans.
   Village Response: All utilities and appurtenances should be reflected on the site plan and screened accordingly. Add to plan(s).
   Applicant Response: This will be added at the next resubmittal.
   Village Response: Comment not addressed.
   Applicant Response: The transformers have been screened according to site and landscape plans.
   Village Response: Comment Resolved.

2. **[New comment.] Based on response on Section 10 – Site Plan # 3.3. Include the request for one side sidewalk on the Waiver Chart. This comment will be issued as a condition of the site approval.**

Drainage Plan

3. [Previously Comment 22.] Confirm right-of-way width, as marginal access streets require 40' right-of-way widths.
   Applicant Response: None.
   Village Response: Comment not addressed.
   Applicant Response: Acknowledged.
   Village Response: The right-of-way width for the two access streets for the property is only 20'. Please revise so that the marginal access streets are 40' in width.

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West Palm Beach, FL 33401
Office: +1 (561) 746-6900

Applicant Response: We are requesting a waiver of this request as discussed in our meeting.
Village Response: Comment resolve, waiver will be required as part of final approval prior to construction.
Applicant Response: Per meeting with staff on 12/15 there is no waiver needed. The minimum pavement is met, marginal access is not applicable to a private road.
Village Response: Comment Resolved.

Landscape Plan:

4. [Previous Comment 25.] Provide a tree disposition plan and mitigation strategy for tree removals.
Applicant Response: This has been provided with the landscape plan.
Village Response: A tree disposition plan has still not been provided. If it is the intent that no existing vegetation is to be preserved in place, simply respond in kind.
Applicant Response: A letter has been provided with this submittal in regard to mitigation.
Village Response: Comment Resolved.

5. [Previous Comment 29.] Define the groundcover treatment at the rear of the A/C units. Reviewer assumes this material is sod, however it is unclear what the design intent is.
Applicant Response: This has been updated, it will be Sod.
Village Response: Mulch is being called out. Is sod or mulch being provided?
Applicant Response: This has been updated, it will be mulch.
Village Response: Comment Resolved.

6. [Previous Comment 30.] There proposed water meter cluster locations were not considered on the landscape plan and have been planted over. Review and rectify conflicts.
Applicant Response: This has been updated.
Village Response: This has not been addressed. There is still vegetation and trees proposed over water meters. (See the northwest corner of Building 1.)
Applicant Response: No response.
Village Response: Comment Resolved.

7. [Previous Comment 32.] The proposed palm north of the driveway ingress is located on top of a drainage basin. Coordinate the civil design with the landscape design.
Applicant Response: This has been updated.
Village Response: This has not been addressed.
Applicant Response: The palm has been relocated out of the catch basin.
Village Response: Comment Resolved.

8. [Previous Comment 33.] There is a bench call out pointing to the single parking space, south of the driveway egress.
Applicant Response: This has been updated.
Village Response: This has not been updated.

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West Palm Beach, FL 33401
Office: +1 (561) 746-6900

Applicant Response: This has been updated.
Village Response: Comment Resolved.

9. **[New comment.]** There are new fire hydrants shown on the site plan and landscape plan. One hydrant appears to conflict with a light pole and traffic signage. Another appears to conflict with landscaping as well as appears to be located too close to a driveway. A clear zone, recommended to be a minimum of 7.5' in diameter, shall be provided around a fire hydrant. **Recommended condition of approval: No fire hydrant shall be installed with conflicts to fixed site fixtures, landscape, nor driveways where access to the fixtures may conflict with parked vehicles. A minimum clear zone that allows unhindered access of the fire hydrant shall be observed throughout the site. This comment will be issued as a condition of the site approval.**

This letter has been prepared by the following individual, in association with their consultants and subconsultants:

01/26/2024

David Cowan Jr., P.E.
Chen Moore and Associates
Tel: 561.746.6900 x 1220
Email: dcowan@chenmoore.com

Gulfstream Townhouses (2nd Submittal) - East and West developments

WR

Wesley Jolin R. <WJolin@pbcgov.org>

To:

- Christian Melendez Berrios;
- Iramis Cabrera

Fri 2/17/2023 1:56 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

No fire rescue comments. Plans are being routed back to Palm Springs. Thank you.

Wesley Jolin, IAAI-CFI®
Fire Safety Specialist
Palm Beach County Fire Rescue
wjolin@pbcgov.org
561.233.2695
2300 North Jog Road: Suite 1E-40
West Palm Beach FL 33411

LAKE WORTH DRAINAGE DISTRICT

13081 S. MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Carrie P. Hill
Jeffrey P. Phipps, Sr.
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
District Counsel
Mark A. Perry, P.A.

February 17, 2023

Chris Melendez
Planning, Zoning & Building Department
226 Cypress Lane
Palm Springs, FL 33461

RE: 3820-3838-3864 Gulfstream Rd. – 2nd Submittal
Palm Springs Town Homes

Good Afternoon,

This petition is located on the South side of Lake Worth Drainage District's (LWDD) L-11 Canal and is not adjacent. COMMENT

LWDD has no objection to the certification of this petition. COMMENT

Thank you,

Margie Illsley

Margie Illsley | Right-of-Way Specialist
Lake Worth Drainage District **I** 13081 S. Military Trail **I** Delray Beach, FL 33484
Main Number– 561.498.5363 **I** Toll Free 1.844.306.5933 **I** Fax – 561.495.9694
www.lwdd.net I
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Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

LETTER OF TRANSMITTAL

To: David Harden
PD - Tom Ceccarelli / Frank Castro
Fire Department – Jolin Wesley
Utilities - Ed Horton

Date: 5/15/2023

3rd Submittal

RE: East 3820/3838/3864 Gulfstream Rd – Site Plan – Townhouses

Attached are:

- ☒ Prints
- ☐ Reproducible
- ☐ Correspondence
- ☐ Report
- ☐ Specifications
- ☐ Applications
- ☐ Other

COPIES	DATE	DESCRIPTION
1	5/15/23	Site Plan Package

Transmitted:

- ☐ For Approval
- ☐ As Requested
- ☒ For Review and Comment
- ☐ For Revisions
- ☐ For Your Use
- ☐ Other

REMARKS:

Upon review, please forward any comments regarding the attached materials to Chris Meléndez or Iramis Cabrera. If you have any questions regarding the attached materials, do not hesitate to contact us at (561) 584-8200 or cmelendezberrios@vpsfl.org / icabrera@vpsfl.org.

Thank you for your assistance.

COMMENTS/SUGGESTIONS:

OK

Signed: _____ Date: 5/31/23

Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County Board of County Commissioners
Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
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County Administrator
Verdenia C. Baker

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January 9, 2023

Adam B. Kerr, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

RE: Village of Palm Spring - Large Lot
Project #: 221206
Traffic Performance Standards (TPS) Review

Dear Mr. Kerr:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated October 20, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	East side of Gulfstream Road, about 0.12 miles north of Lake Worth Road
PCN:	70-43-44-19-11-002-0060/-0070/-0082
Access:	Two full access driveway connections onto Gulfstream Road (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	Single Family Detached = 3 DUs
Proposed Uses:	Multi-Family Residential = 24 DUs
New Daily Trips:	132
New Peak Hour Trips:	8 (1/7) AM; 9 (6/3) PM
Build-out:	December 31, 2027

Based on our review, the Traffic Division has determined the proposed development generates less than 20 peak hour trips; therefore, the project **meets** the TPS of Palm Beach County.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:qg
ec:
Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2022\221206 - VILLAGE OF PALM SPRING LARGE LOT.DOCX

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226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

LETTER OF TRANSMITTAL

To: David Harden
PD - Tom Ceccarelli / Frank Castro
Fire Department – Jolin Wesley
Utilities - Ed Horton

Date: 5/15/2023

3rd Submittal

RE: East 3820/3838/3864 Gulfstream Rd – Site Plan – Townhouses

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Thank you for your assistance.

COMMENTS/SUGGESTIONS: Utilities look good.

Signed: [signature] Date: 5-23-23

PALM SPRINGS TOWN HOMES

Village of Palm Springs, Florida

Cotleur & Hearing

SITE PLAN 1/2

North

VILLAGE OF PALM SPRINGS TOWN HOMES # 1

3820-3838-3864 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLAUDIA DE NARVAEZ, NCARB
Registered Architect
(561) 716-0317
11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 1

3820-3838-3864
GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
COVER SHEET

SCALE
AS NOTED

SHEET No.
CV

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SIDE ELEVATION

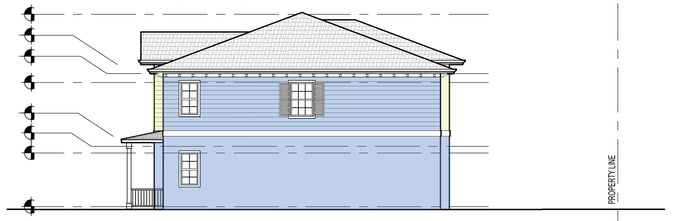
SCALE : 3/32"=1'-0"

FONT ELEVATION

SCALE : 3/32"=1'-0"

REAR ELEVATION

SCALE : 3/32"=1'-0"



SIDE ELEVATION

SCALE : 3/32"=1'-0"

FINISH SCHEDULE

PAINT			
1	Sherwin Williams	SW-6434	Spinach White
2	Sherwin Williams	SW-9046	Gentle Aquamarine
3	Sherwin Williams	SW-6808	Celestial
4	Sherwin Williams	SW-7006	Extra White
FINISH / TEXTURE			
A	Textured Stucco		
D	Clapboard Siding in Stucco		
F	Stucco band		

CLAUDIA DE NARVAEZ, NCARB
Registered Architect
(561) 716-0317
11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 1

3820-3838-3864
GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.
#2	01-10-2024	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
SITE ELEVATIONS

SCALE
3/32"=1'-0"

SHEET No.
A-1.3

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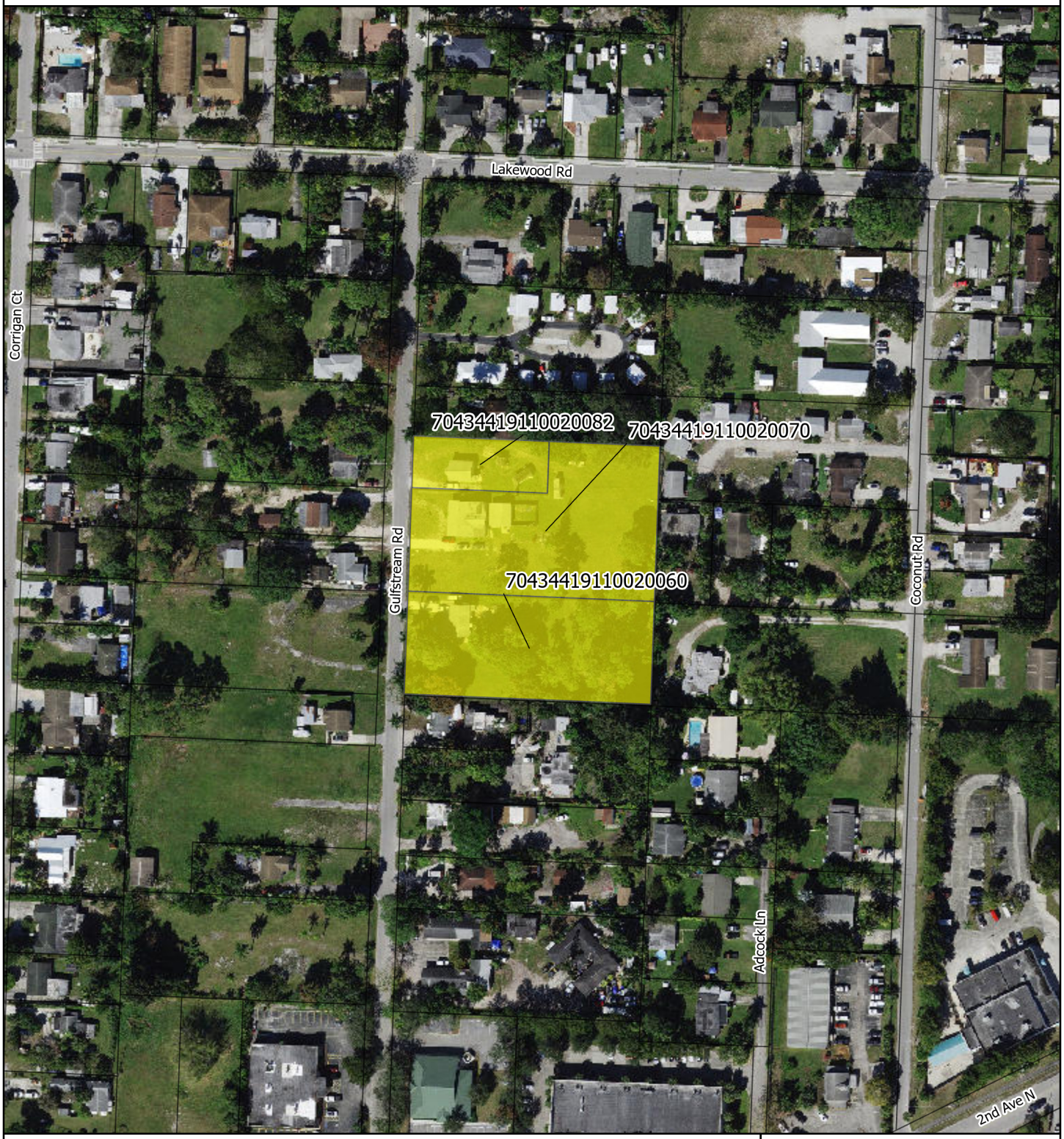
VILLAGE OF PALM SPRINGS

3820, 3838, 3864 Gulfstream



Legend

- Village Boundary
- Parcels
- Proposel Parcel

Date: 1/24/2024

When Printed on 8 1/2" x 11"

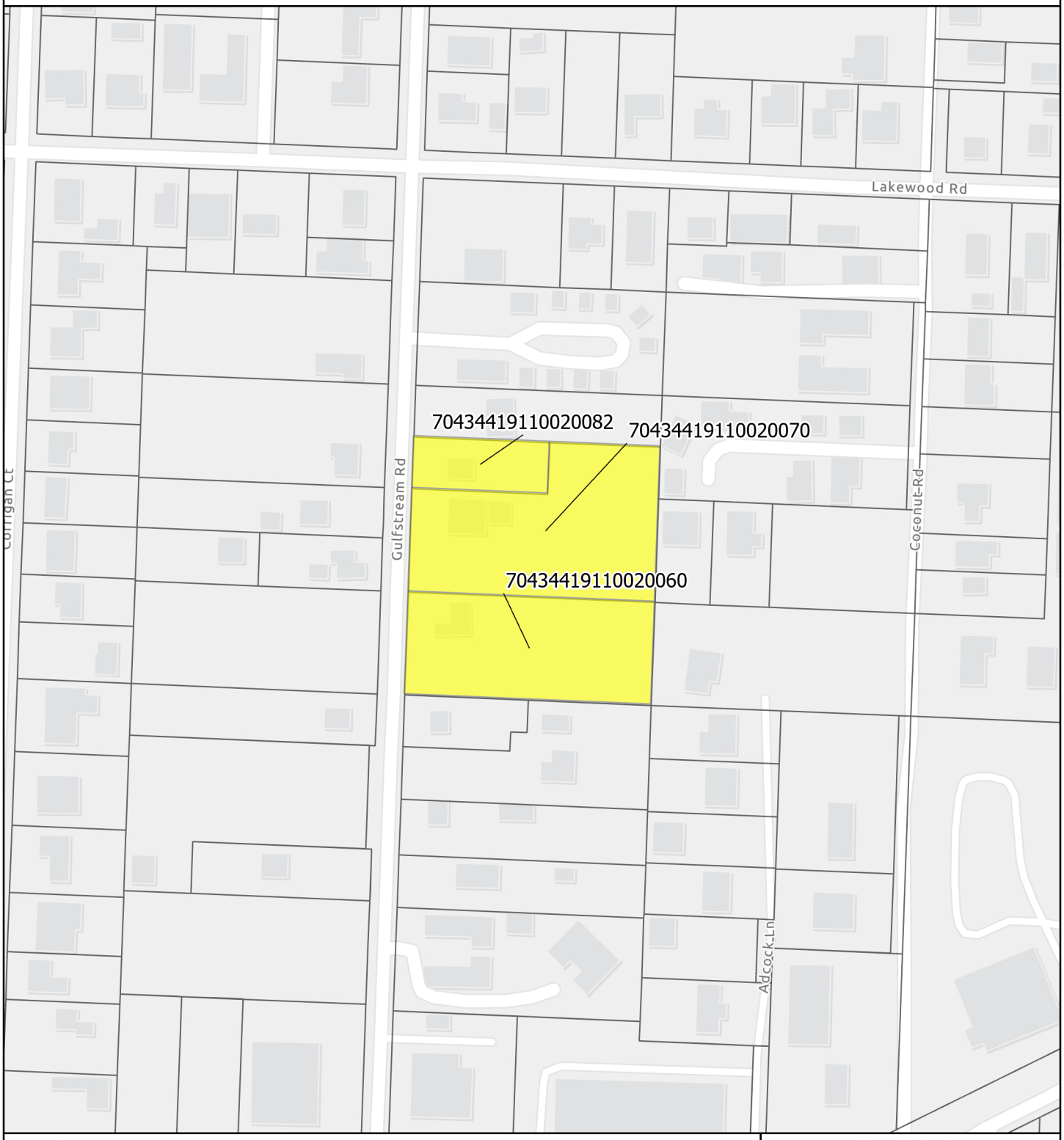
1 inch equals 200 feet

0 250 Feet

Florida Technical Consultants

VILLAGE OF PALM SPRINGS

3820, 3838, 3864 Gulfstream



Legend

- Village Boundary
- Parcels
- Proposel Parcel

Date: 1/24/2024

When Printed on 8 1/2" x 11"

1 inch equals 200 feet

0 250 Feet

Florida Technical Consultants

Village of Palm Springs

Executive Brief

AGENDA DATE: March 14, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #20: Resolution No.2024-08 - Residential Planned Unit Development Site Plan (SPR24-01) with Two (2) Waivers - Palm Springs Townhomes West - 3935 Gulfstream Road

SUMMARY: Cotleur & Hearing, agent for Palm Springs Town Homes West, is requesting a Residential Planned Unit Development Site Plan (SPR24-01) to allow the construction of 9 residential two-story townhomes, utilizing the Gulfstream Road Overlay development regulation for the Residential-Multifamily property located at 3935 Gulfstream Road.

The property is within the Gulfstream Road Overlay (GRO) and only applies to residential multi-family zoned properties fronting Gulfstream Road between Lakewood Road and Lake Worth Road. The GRO objective is to encourage residential redevelopment projects, optimizing the utilization of residential properties to create a neighborhood identity and fulfill the objectives of the Palm Springs Community Redevelopment Agency. Redevelopment in the GRO shall utilize a Key West architectural style to establish a neighborhood identity, and projects that comply with the development standards of the GRO shall be eligible for and may be granted a density bonus by the Village Council with a maximum density of 10 dwelling units per gross acre.

Some regulations of the GRO provide the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place (Gable-ends, Raised seam metal roofing material or dimensional shingles, minimum two-foot overhang with exposed or decorative truss-tails, design to distinguish each unit, etc.)
- Windows shall incorporate single-hung or double-hung windows with mullions in at least one of the window frames, decorative or functional shutters mounted on the side of each window, or utilizing a "Bahama" type shutter.

The building color shall be a tropical light-colored pastel, all units shall include a complementary accent color, and all trim shall be white.

Building articulation. There shall be variation in the building façade of multi-unit buildings, which may be accomplished by articulating individual units, using a different paint color for each unit, or other similar architectural treatment.

At least 20 percent of the project site shall be designed for active or passive recreation activities. The applicant proposes the development of a 0.93-acre parcel with the construction of nine (9) two-story fee-simple townhomes within two (2) buildings utilizing the GRO development standards. The

community will have access via the existing Gulfstream Road right-of-way. The buildings will be configured with two (2) two-story townhome structures (one building with three (3) attached units and one (1) building with six (6) attached units). The townhomes will be three-bedroom homes with a one-car garage and a driveway with space for one car. A centralized open grass area is proposed for lawn games and/or leisure time.

Additionally, the applicant is seeking the following waivers:

Waiver #1: The applicant requests a waiver relief from Sec. 34-1063(a)(1) to not provide a sidewalk on the entire north side of the main private street.
Waiver #2: The applicant requests a waiver relief from Sec. 34-162(b)(2) to reduce the required landscape buffer from ten feet to five feet wide within 90 linear feet of the south property line.

The Planning & Zoning Board considered this application during their February 13, 2024, meeting and recommended approval.

The Planning, Zoning & Building Staff does not object to the Residential Planned Unit Development Site Plan and recommends conditional approval of the proposed development subject to the conditions listed on the Staff Report.

FISCAL IMPACT:
The proposed project is expected to have a fiscal impact on the Village as it would enhance the Village's assessed property valuation. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:
1. Proposed Resolution No. 2024-08 - Site Plan Residential Development - (SPR24-01) 3935 Gulfstream Road
2. Exhibit "A" Staff Report
3. Justification Statement
4. Site Plan, Landscape Plan, Architectural Plans, Civil Plans and Letters
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2024-08

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS A SITE PLAN, (SPR24-01) WITH TWO (2) WAIVERS FOR THE CONSTRUCTION OF A RESIDENTIAL PLANNED UNIT DEVELOPMENT PROJECT CONSISTING OF NINE (9) TWO-STORY FEE- SIMPLE TOWNHOMES ON THE RESIDENTIAL MULTI-FAMILY PARCEL, 0.938 GROSS ACRES, LOCATED AT 3935 GULFSTREAM ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cotleur & Hearing, Agent for Palm Springs Town Homes West ("Applicant") is requesting a Site Plan Approval (SPR24-01) for a Residential Planned Development Project with two (2) waivers; and

WHEREAS, the proposed project is 0.938 gross acres, located at 3935 Gulfstream Road; and

WHEREAS, the Applicant is requesting the following two (2) waivers:

1) Requesting a waiver from Sec. 34-1063(a)(1) to not provide a sidewalk on the entire north side of the main private street.

2) Requesting a waiver from Sec. 34-162(b)(2) to reduce the required landscape buffer from ten-foot wide to five-foot wide within 90 linear feet of the south property line.

WHEREAS, the recommendation of the Planning, Zoning and Building Department is to approve this application subject to all conditions set forth in its staff report; and

WHEREAS, the Planning & Zoning Board ("Board") heard and considered these requests during its February 13, 2024, meeting and the Board's recommendation has been forwarded to the Village Council; and

WHEREAS, the Village Council has heard the request for the site plan and the two (2) waivers 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 having otherwise been fully informed regarding this matter, hereby enters the following order.

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 Applicant's request for approval of Site Development Plan (SPR24-01) and two (2) waivers within the proposed Residential Planned Development

_____Having been otherwise fully apprised of the premises herein and having considered the sworn testimony and other evidence presented at public hearing in light of all the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code, the Village Council hereby approves the application with all conditions set forth in the Village Staff report attached hereto as Exhibit "A" and incorporated herein by reference.

OR

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby denies the application, finding that all the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code have not been met, and the requested waivers have not been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-1063(c), 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			
KIM SCHMITZ, COUNCIL MEMBER			
GARY READY, COUNCIL MEMBER			

The Mayor thereupon declared the Resolution duly passed and adopted this _____day of_____2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Residential Planned Unit Development Site Plan – 3935 Gulfstream Road – Palm Springs Town Homes West

Application Summary			
Applicant / Petitioner	Cotleur & Hearing	**Submittal Date**	10/28/2022
Reference Name	Palm Springs Townhouses West	**Case Number**	**SPR24-01**
		Parcel Control No	70-43-44-19-11-001-0030
Location	3935 Gulfstream Road	**Site Area**	0.938 gross acres
P&Z Bd Meeting	February 13, 2024	**Council Meeting**	March 14, 2024
Requests			
Proposed Use(s)	PUD Site Plan to allow the construction of nine (9) residential units within 2 two-story fee-simple townhomes buildings		
# of buildings	2 two-story fee-simple townhomes buildings 8,112 SF		
Waivers Request **1**. Sec. 34-1063 (a) (1) - Required a sidewalk on both sides of a street or primary driveway. Waiver requested to not provide a sidewalk on the entire north side of the main private street. **2**. Sec. 34-162 (b) (2) - Required a ten-foot-wide buffer. Waiver requested to reduce the required landscape buffer from ten-foot wide to five-foot wide within 90 linear feet of the south property line.			

Setbacks		
Direction	**Proposed**	**Required**
North (side)	25’	20’
South (side)	29’	20’
East (front)	25’	25’
West (rear)	25’	20’

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Parking	2.5 + 25% guest **Total of 29 parking needed**	**Total of 29 parking spaces**	Yes

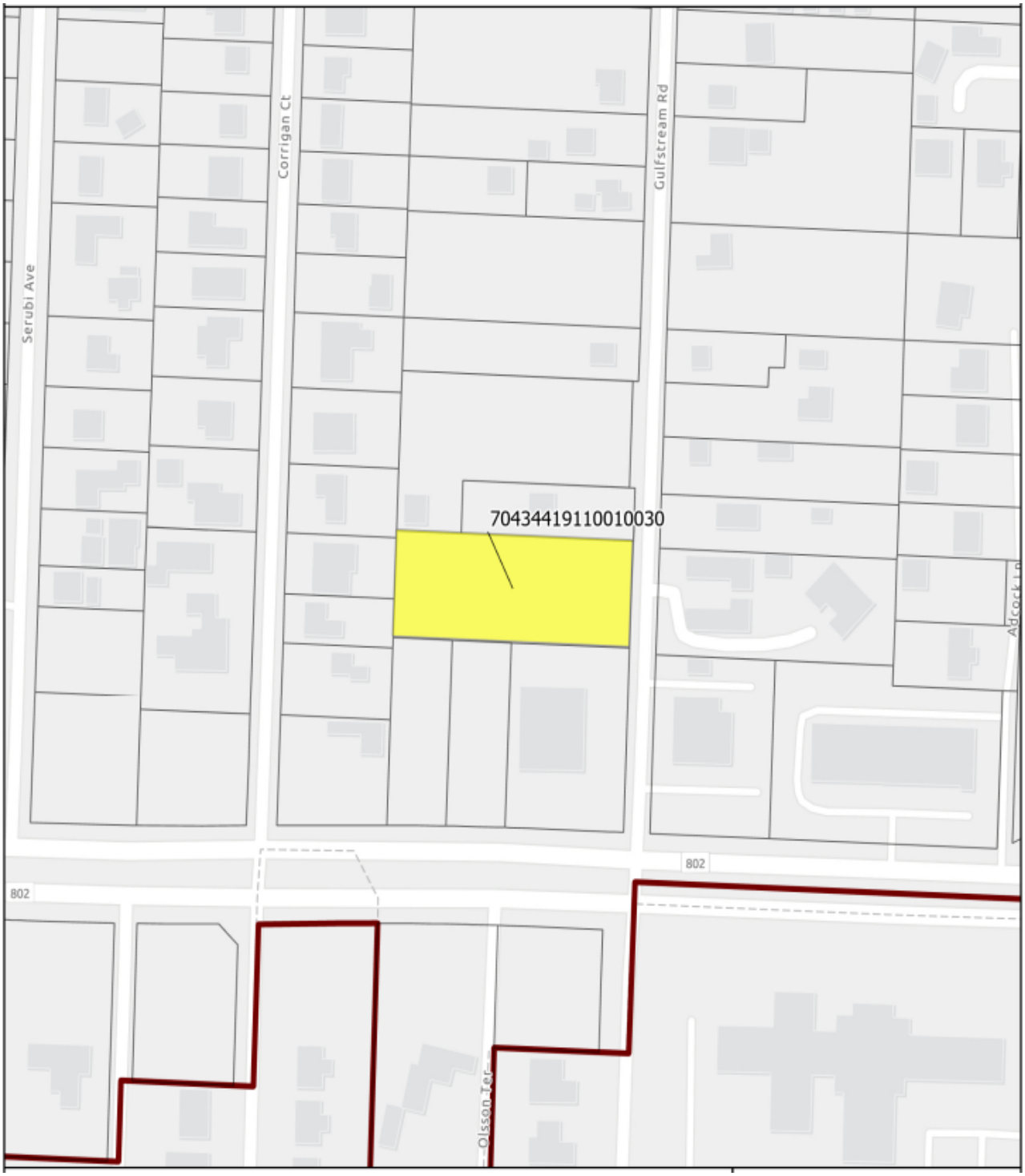
Site Characteristics			
Existing Use	Vacant lot	**Proposed Use**	Residential
Existing Zoning	Residential Multi-Family (RM)	**Existing FLUM**	Low Density Residential

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Single Family Residence & Multifamily rental community	Low Density Residential	Residential Multiple-Family (RM)
South	Commercial offices & Commercial Vacant Lots	Commercial	Commercial General (CG)
East	Multifamily Residences	Low Density Residential	Residential Multiple-Family (RM)
West	Single Family Residences	Low Density Residential	Residential Multiple-Family (RM)

Recommendation

Residential Planned Unit Development Site Plan – 3935 Gulfstream Road – Palm Springs Town Homes West

Planning, Zoning & Building Staff recommends conditional approval of the proposed Residential Planned Unit Development Site Plan for the construction of 9 residential dwelling units within 2 two-stories fee-simple townhome buildings.



I. Site History

- Ordinance 2012-03: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on January 26, 2012, and designated with the Land Development as Residential Multi-Family zoning districts and Future Land Use of Low

Density Residential. At the time of the annexation the property was developed with a single-family residence, which was demolished between 2013 and 2015 without a permit.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Low Density Residential and Residential Multi-family (RM), respectively. The property is located within the Gulfstream Road Overlay (GRO) which is only applicable to Residential Multi-Family zoned properties fronting Gulfstream Road between Lakewood Road and Lake worth Rd. The GRO was created as an effort to encourage residential redevelopment, optimization of residential properties and creation of a neighborhood identity within the area.

The project is proposed to be a fee-simple townhomes community. The site plan emphasizes multiple-family residences, while preserving and protecting the residential character of the village and the GRO district. The proposed site plan for the construction of 9 residential fee-simple townhomes is a permitted use and is generally consistent with goals, objectives, and policies of the Village's Comprehensive Plan specifically "Objective R".

The **Gulfstream Road Overlay** intent is to provide special development regulations for the development and redevelopment of high-quality multifamily residences at a density, scale, and mass complementary to the existing neighborhood character and incorporating the Key West architectural style to establish a neighborhood identity.

In addition to the regulations specified herein for the GRO, all lot and building requirements of the underlying RM zoning district and all other applicable standards in these land development regulations shall apply; where there is a conflict between the GRO standards and other land development regulations, the GRO standards shall apply.

Residential projects that comply with the development standards of the GRO are eligible for and may be granted a density bonus by the Village Council, without the need for a future land use map amendment. The maximum density for a GRO development project shall be 10 dwelling units per gross acre consistent with the maximum intensity of the Medium Density Residential land use category.

The GRO provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place (Gable-ends, Raised seam metal roofing material or dimensional shingles, minimum two-foot overhang with exposed or decorative truss-tails, design to distinguish each unit, etc.)

- Windows shall incorporate single-hung or double-hung windows with mullions in at least one of the window frames, decorative or functional shutters mounted on the side of each window or utilizing a "Bahama" type shutter.

- Exterior wall finish shall be comprised of clapboard appearance utilizing wood, vinyl or hardi-plank type of siding, or a stucco finish.

- Building color shall be a tropical light-color pastel, and all units shall include a complementary accent color and all trim shall be white.

- Building height maximum 35 feet to the top of beam of the third floor. Three-stories maximum.

- Building articulation. There shall be variation in the building façade of multi-unit buildings which may be accomplished by articulating individual units, using a different paint color for each unit, or other similar architectural treatment.

    - Maximum building width shall be 150 feet.

- A minimum of 20 percent of the project site shall be designed for active or passive recreation activities.

III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: The applicant is requesting a waiver relief from Sec.34-1063(a)(1) to not provide a sidewalk on the entire north side of the main private street.

Waiver #2: The applicant is requesting a waiver relief from Sec.34-162(b)(2) to reduce the required buffer from ten-foot wide to five-foot wide within 90 linear feet of the south property line.

The applicant's full justification to the waivers is attached hereto.

a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.

Yes, the proposed request is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and the waiver will not be injurious to the area or detrimental to public health, safety and welfare.

b. The request results from innovative design in which other minimum standards are exceeded.

Correct- we are just reducing the south property line buffer at the t-turnaround to accommodate fire safety for truck turnround. The reduction of the one sidewalk along the north side is the minimum standards is met.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

The waiver will not have any impact on natural resources, including drainage and recharge areas, natural areas.

d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

The waiver does benefit the public to be able to provide adequate ROW for a fire truck. Granting of the waiver will allow for fire safety requirements for the public benefit. It will also not take away from any green space or issues with pedestrian connectivity.

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Yes, the waiver is to only reduce the 10' landscape buffer at the main drive aisle for the t-turnaround. No vegetation reduction is proposed.

f. Economic hardship may not be used to justify waivers.

Noted and does not apply to our request.

g. The result is compatible with existing and potential land uses adjacent to the development site.

Yes, it is compatible with existing land adjacent to the development site and will have no impact.

h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

Not applicable

i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

Not applicable to this request.

Staff support the applicant request based on the intent of the applicant to encourage residential development optimizing the residential property and creating a neighborhood identify in compliance with the objectives of the Gulfstream Road Overlay district.

IV. Neighborhood Compatibility

1) The proposed project is located on the north side of Lake Worth Road and south of Lakewood Road.
2) Surrounding properties are generally residential use.
3) A mix of different uses like general retails, restaurants, grocery supermarket and professional offices are located on the proximities along Lake Worth Road.
4) The Village Center is located within 1 mile.
5) Available public transportation on Lake Worth Road and South Military Trail are existing within less than 1 mile from the property.
6) The proposed residential townhomes are permitted within the Residential Multi-Family zoning district and within the Gulfstream Road Overlay.
7) The proposed project is located within the Lake Worth District CRA and is proposing to utilize the GRO (Gulfstream Road Overlay) development regulations.

V. Regulatory Issues

• The site plan generally conforms to the property development standards of the Gulfstream Road Overlay and RM district.

1) Proposed project generally meets required site development regulations.
2) An after-the-fact permit shall be submitted with the Planning, Zoning and Building department for the demolition of the single-family residence that was removed from the property without permit.
3) 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.
4) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
5) The Final Plat shall be approved and recorded **prior to any individual sales**.
6) 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 February 1, 2024.

- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on February 1, 2024.
- Legal advertisement was published in the paper on February 1, 2024.
- 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 October 28, 2022 depicts the following:

- An application submitted for a Residential Site Development Plan to allow the construction of 9 residential dwelling units within 2 two-stories fee-simple townhomes buildings utilizing the Gulfstream Road Overlay regulations.
    1. Site Plan dated received on October 28, 2022, revised and resubmitted on January 18, 2024.
    2. Landscape plans dated received October 28, 2022, revised and resubmitted on January 18, 2024.
    3. Engineering plans dated received October 28, 2022, revised and resubmitted on January 18, 2024.
    4. Architectural plans dated received October 28, 2022, revised and resubmitted on January 18, 2024.
    5. Photometric plan.
    6. Boundary survey.
    7. Project narrative and justification statements.
    8. Traffic study.

IX. Recommendation

The property is located within the Residential Multiple-Family zoning district and have a Low-Density Residential Land Use designation. Additionally, the property is located within the Gulfstream Road Overlay (GRO) district which it was adopted by the Village Council on November 12, 2020 and within the CRA Lake Worth District.

The GRO objective is to encourage residential development projects optimizing the utilization of residential properties to create a neighborhood identity and fulfill objectives of the Palm Springs Community Redevelopment Agency. Redevelopment in the GRO shall utilize a Key West architectural style to establish a neighborhood identity and, project that comply with the development standards of the GRO, shall be eligible for and may be granted a density bonus by the Village Council with a maximum density of on 10 dwelling units per gross acre.

The applicant is proposing the development of a 0.93 acres parcel with the construction of 9 two-story fee-simple townhomes within 2 buildings utilizing the GRO development standards. The community will have access via the existing Gulfstream Road right-of-way. The buildings will be configured with 2 two-story townhome structures and one building with 3 attached units and the other building with 6 attached units. The townhomes will be three-bedroom homes with a one car garage and a driveway with space for one car. A centralized open grass area is proposed for lawn games and/or leisure time.

Staff has found the proposed PUD Site Plan to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan, the Gulfstream Road Overlay and the CRA. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The new project does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Residential Planned Unit Development Site Plan with a waiver subject to the following forty-two (42) conditions below and a suggestion for a voluntary monetary contribution, requested by the School District to mitigate school impacts:

Note: One condition was added at the Planning & Zoning Board on February 13, 2024.

Residential Planned Unit Development Site Plan – 3935 Gulfstream Road – Palm Springs Town Homes West

1. Build out date December 31, 2027.
2. Garages shall be used as a parking only. The standard HOA covenants/deed restrictions shall prohibit the conversion of garages into habitable spaces or use as non-vehicular storage.
3. The HOA covenants/deed restrictions shall prohibit the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
4. The final plat shall be approved by the Village Council **prior to issuance of a building permit**.
5. The legal instruments providing parking restrictions, shall be reviewed, and approved by the Village Attorney and PZB Director **prior to issuance of the first building permit.**
6. Only one vehicle shall be parked in the driveways overnight and shall not be permitted to park on or block any sidewalk or drive isles.
7. No parking shall be allowed, under any circumstances, along the drive aisle. Residents and guest parking shall only occur within designated parking stalls, private driveways and private garages.
8. Failure of HOA to enforce provisions herein (including violation(s) by unit owners) may result in code enforcement action against the HOA for the violation(s).
9. The Owner and/or Developer shall maintain common facilities in perpetuity. Common facilities include but are not limited to roads, sidewalks, parking areas, driveways, landscaping, benches, mailboxes, trash cans, bike racks, etc.
10. The final plat shall be approved and recorded **prior to any individual sales**.
11. No signs are proposed as part of this application.
12. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Public Service Director **at time of permitting**.
13. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
14. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
15. An After-the-Fact demolition permit is required for the removal of the single-family residence prior to the issuance of any construction building permit.
16. Bike racks shall accommodate 9 bicycles.
17. A fire hydrant that is proposed to be installed with conflicts to fixed site fixtures, landscape, may conflict with parked vehicles. A minimum clear zone that allows unhindered access of the fire hydrant shall be observed throughout the site. The location will need to be revised and accepted as part of the permitting process.
18. All electric utilities shall be underground.
19. 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 the issuance of the 9th Certificate of Occupancy**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
20. Any existing or proposed utility box/cabinet shall be screened from view and shall be wrapped with a match design accordingly with the existing/proposed location **at time of landscaping inspections**.
21. A root barrier shall be provided on trees that are within 12' of utility lines.
22. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
23. All mechanical equipment's and above-ground infrastructure shall be screened from view.
24. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village. Each trash can and recycle bins shall be located inside the garages after picked up.
25. The mail pickup and delivery system shall be approved by the United States Postal Service.

26. Provide permits from all applicable permitting agencies, including but not limited to, PBC and Village of Palm Springs **at the time of permitting and prior to commencing any construction activities**.
27. 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.
28. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department **at time of permitting**.
29. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
30. 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.
31. 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.
32. 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.
33. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
34. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
35. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
36. Photometrics must be certified by an engineer **prior to CO**.
37. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
38. 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.
39. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
40. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
41. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.
42. An updated SCAD letter shall be submitted **prior to the Council meeting on 03/14/2024**.

43. The School District has requested the Applicant offer a voluntary commitment to make a contribution of $33,612.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on November 2, 2022.

Cotleur & Hearing
LC26000535
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PALM SPRINGS TOWNHOUSES

3935 Gulfstream Road

JUSTIFICATION STATEMENT

October 25, 2022
Revised May 15, 2023
January 25, 2024
February 12, 2024

REQUEST

On behalf of the property owner, 1185 N Benoist Farms Rd 106 LLC, Cotleur & Hearing is requesting Major site plan approval for the project known as “Palm Springs Townhouses-3935 Gulfstream”. The site is in the Land Use Designation of Low Density Residential and RM (Residential Multiple-Family) zoning district. The project site will consist of nine (9) multi-family dwellings, each 2 stories in height. The subject site is in the Gulfstream Road overlay.

LOCATION

The property is .991 acres and .044 miles north of Lake Worth Road and Gulfstream Road, directly West on Gulfstream Road. The site address is 3935 Gulfstream Road, Palm Springs, FL 33461. PCN: 70-43-44-19-11-001-0030.

APPROVAL

The Major Site Plan Application is consistent with the goals and regulations set forth in the Palm Springs zoning code and Comprehensive plan. The subject site is located within the RM (Residential Multiple-Family) zoning district and meets or exceeds the property development regulations. The project site will consist of nine (9) multi-family dwellings. The development will be a fee simple method. The site plan emphasizes multiple-family residences, while preserving and protecting the residential character of the village and the GRO (Gulfstream Overlay) district.

Section 34-1323

Per Article 6, division 7, under Supplemental District Regulations, Section 34-1323 Gulfstream Road overlay, the permitted use within that overlay is Multiple family dwellings units.

Section 34-1324

The site plan and architectural renderings incorporate the Development Standards listed Section 34-1324 incorporating the required elements of the building and site design. Each unit provides a front porch and does not exceed 35’ ft in height. The applicant is proposing a mix of active and

passive recreation activities that consist of 20% of the overall acreage of the site as required in Section 34-1324.

Section 34-1324.1

The applicant will be utilizing the density bonus as per Section 34-1324.1 pursuant to the GRO (Gulfstream Overlay) provisions of the comprehensive plan, but it will not exceed ten dwelling units. The overall site will complement the surrounding development on Gulfstream Road and the village.

Sec. 34-1063 (a) (1)

The Applicant will be requesting a waiver for the required a sidewalk on both sides of a street or primary driveway. The waiver request is to not provide a sidewalk on the entire north side of the main private street.

PALM SPRINGS CRA

Section 14- Consistency with community Redevelopment Plan

1. Improving Utilities and Infrastructure
   RESPONSE: The proposed project, "Palm Springs Townhouses-3935 Gulfstream," aligns with the objectives of the Palm Springs Community Redevelopment Agency (CRA), particularly in the area of improving utilities and infrastructure. The development, located at 3935 Gulfstream within the Low-Density Residential Land Use Designation and RM zoning district, comprises nine (9) multi-family dwellings, each spanning two stories in height. Additionally, the project site falls within the Gulfstream Road overlay. Through this development, we aim to enhance the utility and infrastructure framework of the area in accordance with the goals outlined by the Palm Springs CRA.

2. Expanding Job Development and Economic Growth
   RESPONSE: The proposed project, "Palm Springs Townhouses-3935 Gulfstream," demonstrates a commitment to advancing job development and economic growth in alignment with the objectives of the Palm Springs Community Redevelopment Agency (CRA). As the designated developer on behalf of the property owner, 1185 N Benoist Farms Rd 106 LLC, we are seeking Major site plan approval for this project situated within the Low-Density Residential Land Use Designation and RM zoning district.

   Comprising nine (9) multi-family dwellings, each spanning two stories in height, the project site falls within the Gulfstream Road overlay. By introducing this residential development,

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we anticipate stimulating economic activity through job creation within the construction sector and supporting local businesses involved in the project's implementation. Moreover, the addition of new housing units can attract residents to the area, potentially fostering demand for local goods and services, thus contributing to the overall economic growth envisioned by the Palm Springs CRA. This project embodies our commitment to supporting job development and economic prosperity in the Palm Springs community, aligning with the goals outlined by the CRA.

3. Enhancing Public Safety
   RESPONSE: The proposed project, "Palm Springs Townhouses-3935 Gulfstream," is in harmony with the objectives of the Palm Springs Community Redevelopment Agency (CRA) by prioritizing the enhancement of public safety. As representatives of the property owner, 1185 N Benoist Farms Rd 106 LLC, Cotleur & Hearing is seeking Major site plan approval for this development situated within the Low-Density Residential Land Use Designation and RM zoning district.

   Consisting of nine (9) multi-family dwellings, each spanning two stories in height, the project site falls within the Gulfstream Road overlay. By introducing this residential development, we are committed to implementing safety measures that promote a secure environment for residents and the surrounding community. This includes incorporating features such as well-lit pathways, designated parking areas, and landscaping that enhances visibility and deterrence of illicit activities.

   Furthermore, our project adheres to building codes and regulations aimed at ensuring structural integrity and fire safety. By fostering a safe and secure living environment, the "Palm Springs Townhouses-3935 Gulfstream" project contributes to the overarching goal of enhancing public safety as outlined by the Palm Springs CRA. We are dedicated to partnering with local authorities and stakeholders to uphold the principles of safety and security within the Palm Springs community.

4. Increasing and Maintaining Workforce Housing
   RESPONSE: The proposed project, "Palm Springs Townhouses-3935 Gulfstream," aligns with the goals of the Palm Springs Community Redevelopment Agency (CRA) by addressing the need for increasing and maintaining workforce housing. On behalf of the property owner, 1185 N Benoist Farms Rd 106 LLC, Cotleur & Hearing is seeking Major site plan approval for this development situated within the Low-Density Residential Land Use Designation and RM zoning district.

   Comprising nine (9) multi-family dwellings, each spanning two stories in height, the project site falls within the Gulfstream Road overlay. The creation of these multi-family units

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directly contributes to the expansion of workforce housing options within the Palm Springs community. By providing affordable and accessible housing opportunities, we aim to support the local workforce by enabling individuals and families to live in proximity to their places of employment.

Furthermore, the inclusion of multi-family dwellings in this development caters to a diverse range of housing needs, including those of essential workers, service industry professionals, and others vital to the economic fabric of Palm Springs. Our project underscores our commitment to increasing and maintaining workforce housing, thereby fostering a vibrant and inclusive community in alignment with the objectives outlined by the Palm Springs CRA. We are dedicated to addressing the housing needs of the local workforce and contributing to the overall well-being and prosperity of the Palm Springs area.

5. Advancing the Partnership with Palm Beach County
RESPONSE: The proposed project, "Palm Springs Townhouses-3935 Gulfstream," exemplifies a commitment to advancing the partnership with Palm Beach County in accordance with the objectives of the Palm Springs Community Redevelopment Agency (CRA). On behalf of the property owner, 1185 N Benoist Farms Rd 106 LLC, Cotleur & Hearing is seeking Major site plan approval for this development situated within the Low-Density Residential Land Use Designation and RM zoning district.

Comprising nine (9) multi-family dwellings, each spanning two stories in height, the project site falls within the Gulfstream Road overlay. By undertaking this development, we aim to enhance the collaborative relationship between the Palm Springs community and Palm Beach County. Through adherence to county regulations and standards, as well as collaboration with local authorities and stakeholders, we are committed to ensuring that the "Palm Springs Townhouses-3935 Gulfstream" project contributes positively to the broader goals of the county.

Moreover, the proposed multi-family dwellings address the need for diverse housing options within Palm Beach County, aligning with county-wide initiatives aimed at promoting inclusive and sustainable communities. By fostering a partnership with Palm Beach County, we aspire to leverage resources and expertise to create a development that enhances the overall quality of life for residents while adhering to the vision outlined by the Palm Springs CRA. We are dedicated to advancing this partnership and contributing to the mutual prosperity of Palm Springs and Palm Beach County.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

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WAIVERS

Sec. 34-875. - Waivers.

Pursuant to *Section 66-57.3- Requests for waivers shall be submitted in writing and shall address each of the following criteria:*

a. *The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.*
RESPONSE: Yes, the proposed request is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and the waiver will not be injurious to the area or detrimental to public health, safety and welfare.

b. *The request results from innovative design in which other minimum standards are exceeded.*
RESPONSE: Correct- we are just reducing the south property line buffer at the t-turnaround to accommodate fire safety for truck turnround.

c. *The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.*
RESPONSE: The waiver will not have any impact on natural resources, including drainage and recharge areas, natural areas.

d. *The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.*
RESPONSE: The waiver does benefit the public to be able to provide adequate ROW for a fire truck.

e. *The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.*
RESPONSE: Yes, the waiver is to only reduce the 10' landscape buffer at the ROW for the t-turnaround. No vegetation reduction is proposed.

f. *Economic hardship may not be used to justify waivers.*

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RESPONSE: Noted and does not apply to our request.

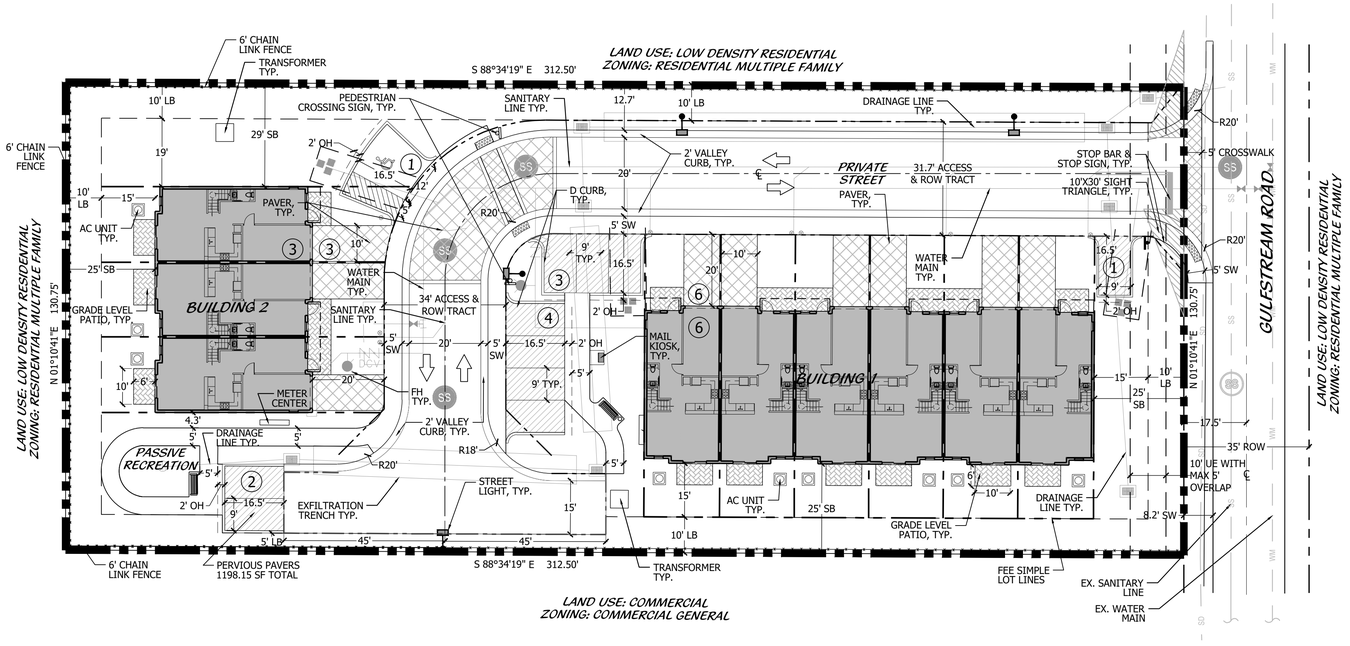
g. *The result is compatible with existing and potential land uses adjacent to the development site.*
RESPONSE: Yes, it is compatible with existing land adjacent to the development site and will have no impact.

h. *Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.*
RESPONSE: Not applicable

i. *.Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.*
RESPONSE: Not applicable

CONCLUSION

The owner and the development team are available to answer any questions staff might have and provide necessary information to supplement the information provided in the submittal. Please do not hesitate to contact Jeanne Ducharme of Cotleur & Hearing 561.747.6336 ext.105 if additional information is required.



WAIVER CHART

CODE SECTION	REQUIRED	PROVIDED	WAIVER
Sec. 34-162 - Required Buffers	Category 2. Ten-foot wide buffer area with a wall or fence and hedge not less than six feet in height, supplemented by trees spaced not more than 20 feet apart. The hedge shall be a minimum of three feet in height at time of planting.	Five-Foot Wide buffer	To reduce the required landscape buffer for catgory type 2 and propose Five-Foot Wide Buffer along the Right of way (90 linear feet) of the South property line.
Sec. 34-1063 (1)	A sidewalk on both sides of a street or primary driveway	Partial sidewalk	To not provide a sidewalk on the entire north side of the main private street.

SITE DATA

NAME OF PROJECT	Palm Springs Townhomes
PROPERTY CONTROL NUMBERS	70-43-44-19-11-001-0030
FEMA FLOOD ZONE	X500
TRAFFIC ANALYSIS ZONE	
EXISTING LAND USE DESIGNATION	LOW DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT	RM - RESIDENTIAL MULIPLE-FAMILY
FUTURE LAND USE DESIGNATION	LOW DENSITY RESIDENTIAL
PROPOSED ZONING	RM - RESIDENTIAL MUTIPLE FAMILY
OVERLAY DISTRICT	GULFSTREAM RD OVERLAY
MAXIMUM BUILDING HEIGHT	35'
NUMBER OF STORIES	2
NUMBER OF BUILDINGS	2
TOTAL SITE AREA	**0.99 AC** **43,147.00 SF**

BUILDING DATA

NUMBER OF MULTIFAMILY UNITS	9
PROJECT DENSITY	9.08 DU/AC

LAND USE	**SF**	**AC**	**%**
BUILDING LOT COVERAGE	8,112	0.19	18.80%
VEHICULAR USE AREA	12,341	0.28	28.60%
OPEN SPACE	22,694	0.52	52.60%
TOTAL	**43,147**	**0.99**	**100.00%**

OPEN SPACE	**MIN**	**PROV**
	20% OS/RC	52.60%
	4,538.84	22,694.22

RECREATION (COMMON AREA)	**MIN**	**PROV**
	20% OS/RC	21.26%
	4,538.84	4,825.60

LOT COVERAGE

IMPERVIOUS AREA	**SF**	**AC**	**%**
BUILDING LOT COVERAGE	8,112	0.19	18.80%
VEHICULAR USE AREA			
COMMON	10,495	0.24	24.32%
FEE SIMPLE	1,846	0.04	4.28%
SIDEWALKS & HARDSCAPE			
COMMON	2,790	0.06	6.47%
FEE SIMPLE	1,231	0.03	2.85%
TOTAL IMPERVIOUS AREA	**24,473**	**0.56**	**53.36%**
PERVIOUS AREA	**SF**	**AC**	**%**
GREEN SPACE	18,674	0.43	43.28%
TOTAL PERVIOUS AREA	**18,674**	**0.43**	**46.64%**
TOTAL SITE AREA	**43,147**	**0.99**	**100.00%**

PARKING DATA	**REQ**	**PROV**
RESIDENTIAL (2.5 PER UNIT)	23	
GARAGE		9
DRIVEWAY (TANDEM)		9
GUEST 25% (AT-GRADE)	6	11
TOTAL	**28**	**29**

PEDESTRIAN AMENITIES	**REQ**	**PROV**
BENCH	1	2
TRASH CAN	0	1
BIKE RACK	0	0

PERVIOUS PAVERS	**SF**	**AC**	**%**
	1449.7462	0.0333	0.034

LEGAL DESCRIPTION

TRACT 3, BLOCK 1, OF LAKEWOOD GARDENS PLAT NO. 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 18, PAGE 38.

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL RESIDENTIAL SERVICE.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TYPE D CURB IS NOT REQUIRED FOR DRIVEWAYS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA ADA ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

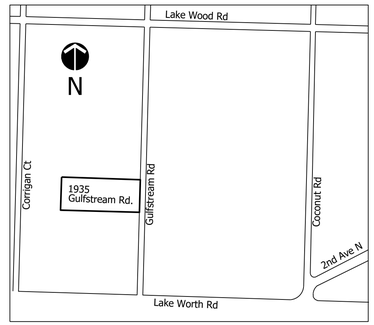
PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

STREET LIGHTS TO BE GARDCO ECOFORM G2 SERIES ON 18' POLES.

RM DISTRICT SETBACKS

	REQUIRED	PROPOSED
MINIMUM FRONT YARD SETBACK	25'	25'
MINIMUM SIDE YARD SETBACK	20'	20'
MINIMUM REAR YARD SETBACK	25'	25'

LOCATION MAP



LEGEND

ADA	ADA		ADA SIGN
LB	LANDSCAPE BUFFER		STOP SIGN
R	RADIUS		PEDESTRIAN CROSSING
SB	SETBACK		PARKING LIGHT
SW	SIDEWALK		
TYP	TYPICAL		
ROW	RIGHT OF WAY		
CL	CENTER LINE		
EX	EXISTING		

PROJECT TEAM

OWNER/CLIENT:
FBI CONSTRUCTION SERVICES, INC
275 TONEY PENNA DR SUITE 5
JUPITER, FL 33458
561.203.2825
CONTACT: COLLIN FOREMAN

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336
CONTACT: DONALDSON HEARING

ARCHITECT:
CLAUDIA DE NARCAEZ
11231 US HIGHWAY1 #306
NORTH PALM BEACH, FL 33408
561.716. 0317

CIVIL ENGINEER:
ENGENUITY
1280 NORTH CONGRESS AVE SUITE 101
WEST PALM BEACH, FL 33409
561.655.1151
CONTACT: KIMBERLI KILE

PHOTOMETRICS
KAMM CONSULTING
1407 W NEWPORT CENTER DR
DEERFIELD BEACH, FL 33441
954.949.2200
CONTACT: JOHN MAYR

SURVEYOR:
UNIVERSAL SURVEYING
ADDRESS IS 2623 LAKE DR
BOYNTON BEACH, FL 33435
561.736.0432
CONTACT: JOHN TRACH

TRAFFIC ENGINEER
KIMLEY HORN
1920 WEKIVA WAY SUITE 200
WEST PALM BEACH, FL 33411
561.845.0665
CONTACT: ADAM KERR

Site Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
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Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Springs Town Homes

FBI Construction Services
Village of Palm Springs, Florida

Scale: 1" = 20'

0' 10' 20' 40'

DESIGNED	DEH
DRAWN	JS/RNK
APPROVED	DEH
JOB NUMBER	22-0801
DATE	09-09-22
REVISIONS	10-27-22
	08-31-23 01-03-23
	10-23-23 01-30-23
	01-17-24 03-16-23
	02-05-24 05-15-23

February 05, 2024 2:07:58 p.m
Drawing: 22-0801 SP.DWG

SHEET 1 OF 2

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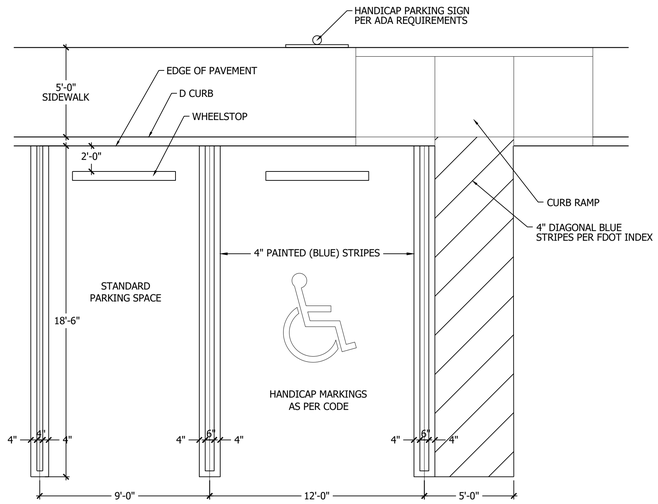
STANDARD AND ADA PARKING DETAIL

NTS



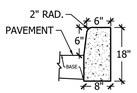
CHAINLINK FENCE DETAIL

NTS

6' HEIGHT
VINYL COATED CHAIN LINK
COLOR: GREEN OR BLACK

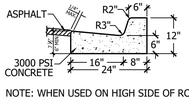
D CURB DETAIL

NTS



F CURB DETAIL

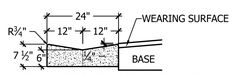
NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

VALLEY CURB DETAIL

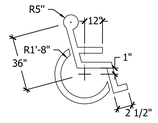
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

ADA SYMBOL DETAIL

NTS



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL ADA STALLS

ADA SIGN DETAIL

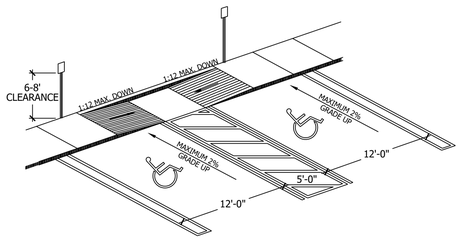
NTS

COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

ADA RAMP DETAIL

NTS



NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL ADA SPACES

NOTE: ADAR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF ADA SPACES

SIGNAGE DETAILS

NTS

PEDESTRIAN CROSSING SIGN

NTS

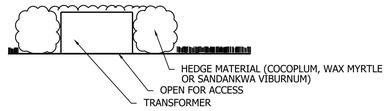
COLORS:
BACKGROUND = YELLOW
IMAGE = BLACK

24" HT X 24" W

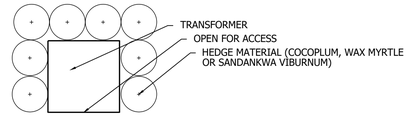
TRANSFORMER DETAIL

NTS

ELEVATION VIEW



PLAN VIEW



TRASH CAN DETAIL

NTS

LANDSCAPE FORMS
PLEXUS LITTER RECEPTACLE

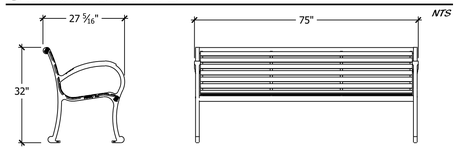
BIKE RACK DETAIL

NTS

TYPE: MADRAX 5 LOOP HEAVY DUTY WINDER
COLOR: LEXINGTON GREEN OR BLACK
FINISH: POWDER COAT

BENCH DETAIL

NTS



TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN OR BLACK
FINISH: ZINC RICH AND
POLYESTER POWDER COAT

Site Details

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Springs Town Homes
FBI Construction Services
Village of Palm Springs, Florida

DESIGNED	DEH
DRAWN	JS/RNK
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February 05, 2024 2:07:58 p.m.
Drawing: 22-0801 SP.DWG

SHEET 2 OF 2

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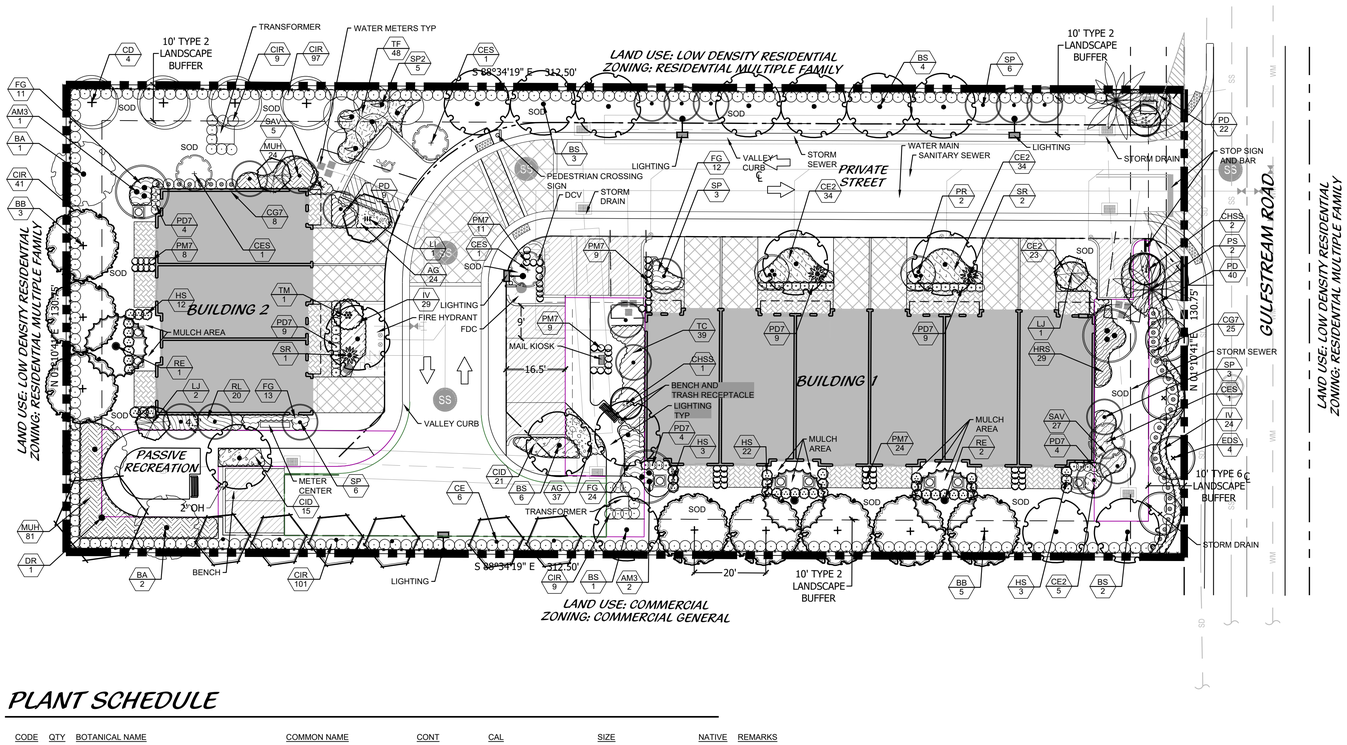


PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
TREES								
BB	8	BUCIDA BUCERAS `SHADY LADY`	SHADY LADY BLACK OLIVE	45 GAL. OR F.G.	2.5-3" CAL.	14-16` HT.	N	FULL CANOPY, FL#1 OR BETTER
BA	3	BULNESIA ARBOREA	VERAWOOD	45 GAL. OR F.G.	2.5" CAL	14`-16` OA	N	FULL CANOPY, FL# 1 OR BETTER, , MIN 5.5' CT.
BS	16	BURSERA SIMARUBA	GUMBO LIMBO	45 GAL, MIN	3"-4" CAL	14` HT X 6` SPRD	Y	FULL CANOPY, FL #1 OR BETTER
CD	4	COCOLUBA DIVERSIFOLIA	PIGEON PLUM	45 GAL.	2.5" CAL.	12`-14` HT., 4`-5` SPD.	Y	SINGLE STRAIGHT TRUNK. FULL CANOPY.
CE	6	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	45 GAL.	2" CAL.	12` O.A., H.T.	Y	FULL CANOPY
CES	4	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD TREE	45 GAL.	2" CAL	12` HT X 4`-5` SPRD	Y	FULL CANOPY, MIN 5' CT
DR	1	DELONIX REGIA	ROYAL POINCIANA	45 GAL	2.5" CAL	14`-16` OA HT.	N	SINGLE STRAIGHT TRUNK. FULL CANOPY. FLORIDA FANCY.
EDS	4	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	65 GAL. MIN.	N.A.	14` O.A. MATCHED	N	FULL & THICK CANOPY, STANDARD. FLORIDA FANCY. 4` CT SINGLE STRAIGHT TRUNK. MATCHED,
LI	1	LAGERSTROEMIA INDICA `MUSKOGEE` OR `TUSKEGEE`	CREPE MYRTLE	30 GAL	1.5" CAL	12` HT X 4` SPRD	N	MULTI, LIMB UP 5`. CHERRY LAKE NURSERY.
LJ	3	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL. OR F.G.	3 TRK MIN., 1"-2" CAL. EA.	6` HT., 6` SPD.	N	FULL CANOPY, MULTI TRUNK, LIMB UP 3`
PALM TREES								
CHSS	3	CHAMAEROPS HUMILIS	SILVER SELECT FAN PALM	30 GAL	N.A.	4`-5` O.A.	N	MULTI TRUNK, FULL CANOPY.
PR	2	PHOENIX ROEBELINII	PYGMY DATE PALM	FG	N.A.	6`-8` O.A.	N	3 STEM, FULL CANOPY, MATCHED. MIN 2' CT.
PS	2	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FG	N/A	8` CT.	N	FLORIDA FANCY, HEAVY CALIPER, MATCHED, DIAMOND CUT TRUNK
RE	3	ROYSTONEA ELATA	ROYAL PALM	FIELD GROWN	N.A.	8` GW, 16` CT, 24` OA	Y	FULL CANOPY, MATCHED
SP	18	SABAL PALMETTO	SABAL PALM	FIELD GROWN	N/A	18`, 22`, 26` OA STGG	Y	SLICK TRUNK, STRAIGHT, SEE PLAN FOR OVERALL HEIGHTS
SP2	5	SABAL PALMETTO	CURVED CABBAGE PALM	N.A.	N.A.	14`-16` OA	Y	STRONG, UNIQUE CURVES, SLICK TRUNKS
TM	1	THRINAX MORRISSII	KEY THATCH PALM	FIELD GROWN	MULTI TRUNK	7`-8` HT X 3`-4` SPRD	Y	FULL & THICK, MULTI TRUNK, FL #1 OR BETTER
AM3	3	VEITCHIA MERRILLII	CHRISTMAS PALM	FG	N.A.	12`-14` HT.	N	FULL CANOPY, TRIPLE TRUNK, FL #1 OR BETTER.

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
SHRUBS								
CIR	257	CHRYSOBALANUS ICACO `RED TIP`	RED TIP COCOPLUM	7 GAL	30" X 30"	A.S.	Y	FULL & THICK
CG7	33	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	7 GAL.	#7, 3` X 2`	A.S.	Y	FULL TO BASE
HS	40	HIBISCUS 'SEMINOLE PINK'	SEMINOLE PINK HIBISCUS	3 GAL	18" X 18"	24" OC	N	FULL, FLOWERING
PM7	61	PODOCARPUS MACROPHYLLUS	PODOCARPUS	7 GAL	6`	2` O.C.	N	FULL & THICK
PD7	39	PODOCARPUS MACROPHYLLUS `PRINGLES`	DWARF PODOCARPUS	7 GAL	24" X 24"	24" O.C.	N	FULL & THICK, FF
SR	3	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	15 GAL MIN	30"X30"	A.S.	N	FULL, FLOWERING
GROUND COVERS								
AG	61	ARACHIS GLABRATA	PERENNIA PEANUT	4" POT	6" X 6"	12" OC	N	
CE2	96	CARISSA MACROCARPA 'EMERALD BLANKET'	EMERALD BLANKET CARISSA	3 GAL	12" X 18"	24" OC	N	FULL & THICK
CID	36	CHRYSOBALANUS ICACO `HORIZONTAL`	DWARF COCOPLUM	3 GAL	12" X 12"	24" O.C.	Y	FULL & THICK, NOT STRETCHED, FLORIDA FANCY
FG	60	FICUS MACROPHYLLA `GREEN ISLAND`	GREEN ISLAND FICUS	3 GAL	12" X 12"	24" O.C.	N	FULL AND THICK
HRS	29	HIBISCUS `SEMINOLE PINK`	SEMINOLE PINK HIBISCUS	3 GAL	20" X 20"	24" O.C.	N	FULL & THICK
IV	53	ILEX VOMITORIA `SHILLINGS DWARF`	DWARF YAUPON HOLLY	3 GAL	15" X 15"	24" OC	Y	FULL & THICK
MUH	105	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	3 GAL	18" X 12"	24" O.C.	Y	FULL & THICK
PD	71	PODOCARPUS `DWARF PRINGLES`	DWARF PODOCARPUS	3 GAL	15" X 15"	18" O.C.	N	FULL & THICK
RL	20	RONDELETTIA LEUCOPHYLLA	PANAMA ROSE	3 GAL	20" X 20"	24" OC	N	FULL & THICK
SAV	32	SCHEFFLERA ARBORICOLA `TRINETTE`	DWARF VARIEGATED SCHEFFLERA	3 GAL	18" X18"	24" OC	N	FULL & THICK
TC	39	TABERNAEMONTANA DIVARTICA	PINWHEEL JASMINE	3 GAL	20" X 20"	24" O.C.	N	FULL & THICK
TF	48	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL	24" X 24"	30" OC	Y	

LEGEND

ADA	ADA
LB	LANDSCAPE BUFFER
R	RADIUS
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
ROW	RIGHT OF WAY
CL	CENTER LINE
EX	EXISTING

ADA SIGN
STOP SIGN
PEDESTRIAN CROSSING
PARKING LIGHT

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

LANDSCAPE DATA

NAME OF PROJECT	Palm Springs Townhomes
PROPERTY CONTROL NUMBERS	70-43-44-19-11-001-0030
FEMA FLOOD ZONE	X500
TRAFFIC ANALYSIS ZONE	
EXISTING LAND USE DESIGNATION	LOW DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT	RM - RESIDENTIAL MULIPLE-FAMILY
FUTURE LAND USE DESIGNATION	LOW DENSITY RESIDENTIAL
PROPOSED ZONING	RM - RESIDENTIAL MULTIPLE FAMILY
OVERLAY DISTRICT	GULFSTREAM RD OVERLAY
MAXIMUM BUILDING HEIGHT	35'
NUMBER OF STORIES	2
NUMBER OF BUILDINGS	2
TOTAL SITE AREA	**0.99 AC** **43,147.00 SF**

BUILDING DATA
NUMBER OF MULTIFAMILY UNITS: 9
PROJECT DENSITY: 9.08 DU/AC

LAND USE

	SF	AC	%
BUILDING LOT COVERAGE	8,112	0.19	18.80%
VEHICULAR USE AREA	12,341	0.28	28.60%
OPEN SPACE	22,694	0.52	52.60%
TOTAL	**43,147**	**0.99**	**100.00%**

OPEN SPACE

	MIN	PROV
	20% OS/RC	52.60%
	4,538.84	22,694.22

RECREATION (COMMON AREA)

	MIN	PROV
	20% OS/RC	21.26%
	4,538.84	4,825.60

LOT COVERAGE

IMPERVIOUS AREA	SF	AC	%
BUILDING LOT COVERAGE	8,112	0.19	18.80%
VEHICULAR USE AREA			
COMMON	10,495	0.24	24.32%
FEE SIMPLE	1,846	0.04	4.28%
SIDEWALKS & HARDSCAPE			
COMMON	2,790	0.06	6.47%
FEE SIMPLE	1,231	0.03	2.85%
TOTAL IMPERVIOUS AREA	**24,473**	**0.56**	**53.36%**
PERVIOUS AREA			
GREEN SPACE	18,674	0.43	43.28%
TOTAL PERVIOUS AREA	**18,674**	**0.43**	**43.28%**
TOTAL SITE AREA	**43,147**	**0.99**	**100.00%**

PARKING DATA

	REQ	PROV
RESIDENTIAL (2.5 PER UNIT)	23	
GARAGE		9
DRIVEWAY (TANDEM)		9
GUEST 25% (AT-GRADE)	6	11
TOTAL	**28**	**29**

PEDESTRIAN AMENITIES

	REQ	PROV
BENCH	1	2
TRASH CAN	0	1
BIKE RACK	0	0

PERVIOUS PAVERS	SF	AC	%
	1449.7462	0.0333	0.034

REQUIRED PERIMETER BUFFER TREES

	REQ	PROV
NORTH PROPERTY LINE 312.50' (1 TREE EVERY 20')	16	14 TREES, 6 PALMS
SOUTH PROPERTY LINE 312.50' (1 TREE EVERY 20')	16	16 TREES
WEST PROPERTY LINE 130.75' (1 TREE EVERY 20')	7	7 TREES
EAST PROPERTY LINE 110.75'** (1 TREE EVERY 20')	6	4 TREES, 2 SPECIMEN PALMS
ALL PROPERTY LINES REQUIRE 36" HT. CONTINUOUS HEDGE	YES	YES
EAST PROPERTY TYPE 6 BUFFER TIERING REQUIRED	YES	YES

VEHICULAR USE AREA TREES

	REQ	PROV
TERMINAL ISLAND TREES (1 TREE PER ISLAND)	4	4

NET LOT AREA TREE & SHRUB REQUIREMENT

	REQ	PROV
TREES (1 PER 1,500 SF OF OPEN SPACE) RESIDENTIAL	29	9 TREES, 23PALMS

NATIVE TREES & SHRUBS

	REQ	PROV
PERCENT NATIVE TREES	50%	73%
PERCENT NATIVE PALMS	50%	68%
PERCENT NATIVE SHRUBS	50%	52%

DROUGHT TOLERANT TREES & SHRUBS

	REQ	PROV
PERCENT DROUGHT TOLERANT TREES	50%	86%
PERCENT DROUGHT TOLERANT PALMS	50%	85%
PERCENT DROUGHT TOLERANT SHRUBS	50%	87%

**- BUFFER PLANTING LENGTH RELFECTS 20' REDUCTION DUE TO ENTRY DRIVE.

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL RESIDENTIAL SERVICE.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TYPE D CURB IS NOT REQUIRED FOR DRIVEWAYS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA ADA ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

STREET LIGHTS TO BE GARDCO ECOFORM G2 SERIES ON 18' POLES.

PROJECT TEAM

OWNER/CLIENT:
FBI CONSTRUCTION SERVICES, INC
275 TONEY PENNA DR SUITE 5
JUPITER, FL 33458
561.203.2825
CONTACT: COLLIN FOREMAN

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336
CONTACT: DONALDSON HEARING

ARCHITECT:
CLAUDIA DE NARCAEZ
11231 US HIGHWAY1 #306
NORTH PALM BEACH, FL 33408
561.716. 0317

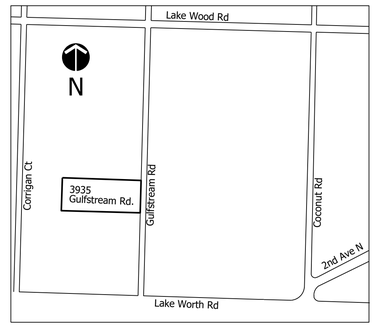
CIVIL ENGINEER:
ENGENUITY
1280 NORTH CONGRESS AVE SUITE 101
WEST PALM BEACH, FL 33409
561.655.1151
CONTACT: KIMBERLI KILE

PHOTOMETRICS
KAMM CONSULTING
1407 W NEWPORT CENTER DR
DEERFIELD BEACH, FL 33441
954.949.2200
CONTACT: JOHN MAYR

SURVEYOR:
UNIVERSAL SURVEYING
ADDRESS IS 2623 LAKE DR
BOYNTON BEACH, FL 33435
561.736.0432
CONTACT: JOHN TRACH

TRAFFIC ENGINEER
KIMLEY HORN
1920 WEKIVA WAY SUITE 200
WEST PALM BEACH, FL 33411
561.845.0665
CONTACT: ADAM KERR

LOCATION MAP



Landscape Plan

0' 10' 20' 40' 60' 80'
Scale: 1" = 20'
North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Palm Springs Town Homes
FBI Construction Services
Village of Palm Springs, Florida

REGISTERED LANDSCAPE ARCHITECT DONALDSON E. HEARING LA 0000943 STATE OF FLORIDA

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	22-0801
DATE	09-09-22
REVISIONS	10-20-22
	05-12-23
	07-11-23
	10-19-23
	01-15-24

January 15, 2024 1:32:05 p.m.
Drawing: 22-0801 LP.DWG

SHEET 1 OF 2

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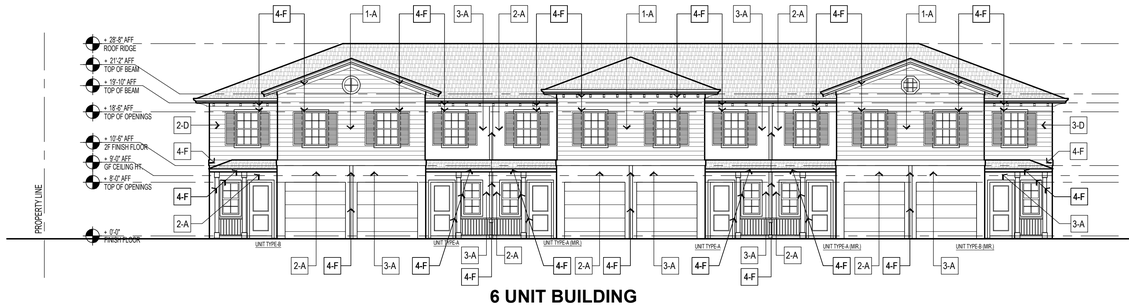
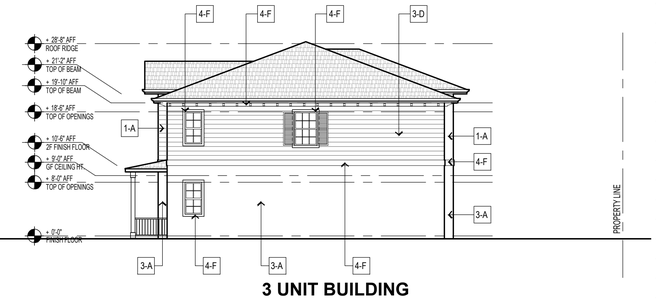


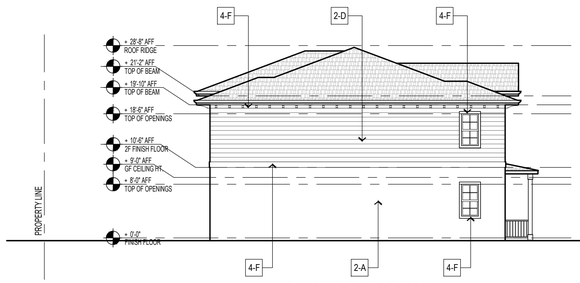
6 UNIT BUILDING



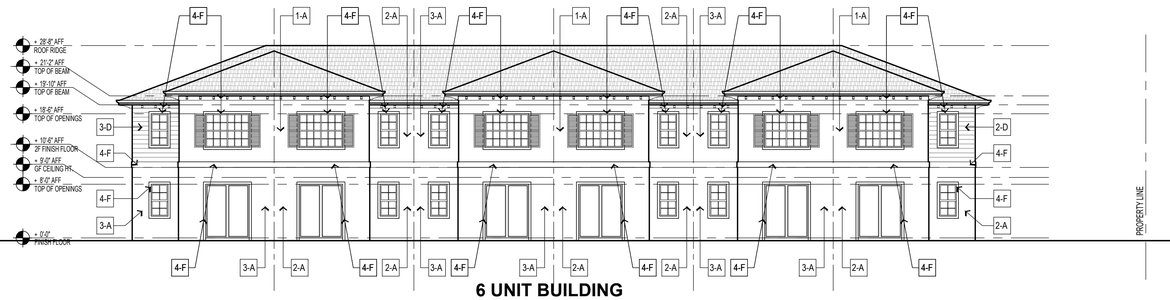
3 UNIT BUILDING

OVERALL NORTH ELEVATION

SCALE : 3/32"=1'-0"



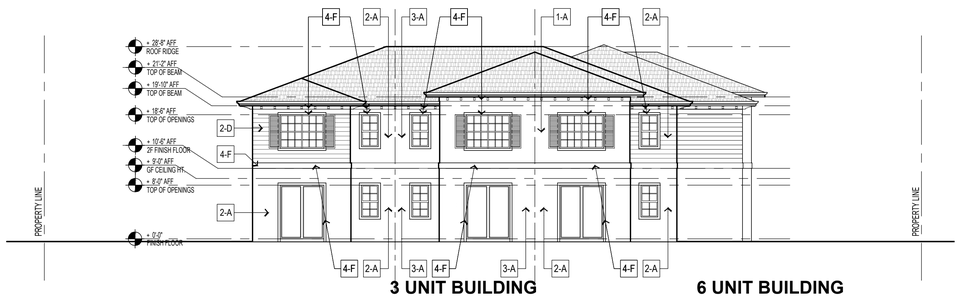
3 UNIT BUILDING



6 UNIT BUILDING

OVERALL SOUTH ELEVATION

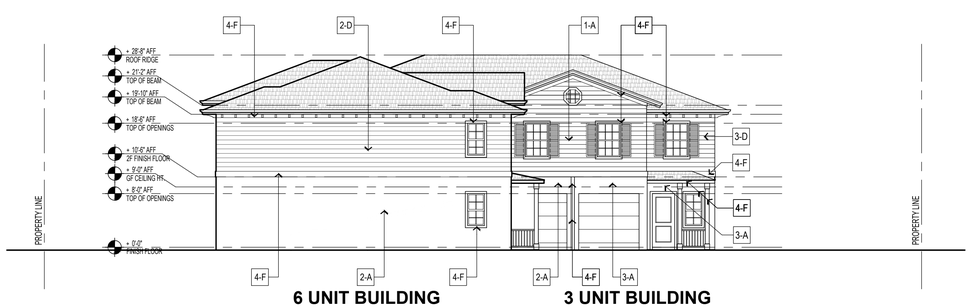
SCALE : 3/32"=1'-0"



3 UNIT BUILDING 6 UNIT BUILDING

OVERALL WEST ELEVATION

SCALE : 3/32"=1'-0"



6 UNIT BUILDING 3 UNIT BUILDING

OVERALL EAST ELEVATION

SCALE : 3/32"=1'-0"

FINISH SCHEDULE			
PAINT			
1	Sherwin Williams	SW-6434	Spinach White
2	Sherwin Williams	SW-9046	Gentle Aquamarine
3	Sherwin Williams	SW-6808	Celestial
4	Sherwin Williams	SW-7006	Extra White
FINISH / TEXTURE			
A	Textured Stucco		
D	Clapboard Siding in Stucco		
F	Stucco band		

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Registered Architect
(561) 716-0317
11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 2

3935 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.
#2	01-10-2024	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
SITE ELEVATIONS

SCALE
3/32"=1'-0"

SHEET No.
A-1.1

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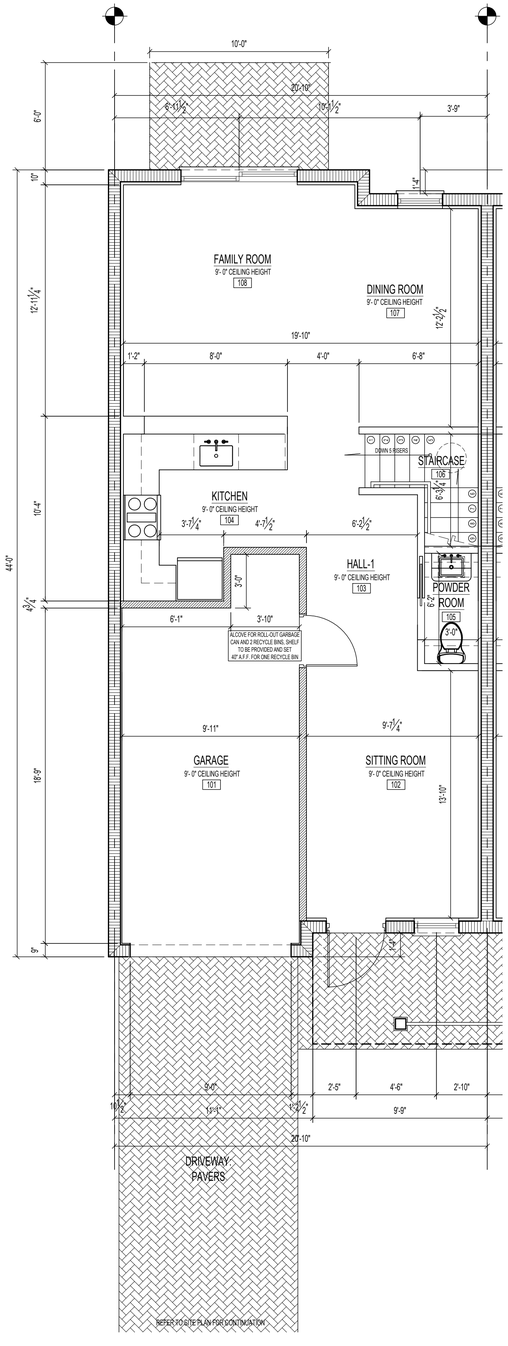
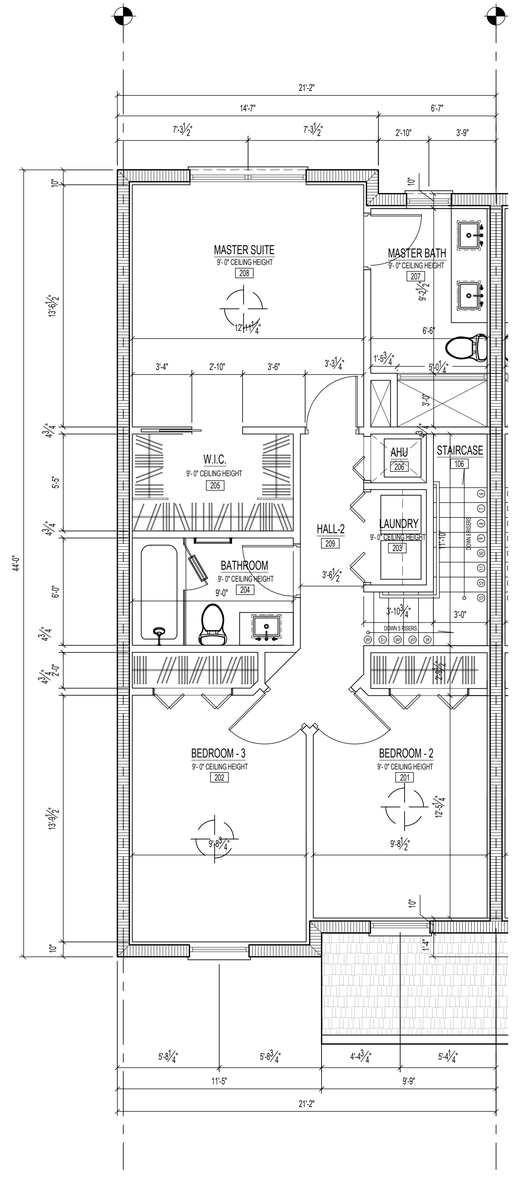


UNIT-A GROUND FLOOR PLAN - MIDDLE UNIT

SCALE : 1/4"=1'-0"



UNIT-A SECOND FLOOR PLAN - MIDDLE UNIT

SCALE : 1/4"=1'-0"

CONCRETE MASONRY WALL
SEE STRUCTURAL PLANS FOR DETAILS

CONCRETE COLUMN

3⅝" OR 6" METAL STUD PARTITION 24" o.c. WITH ½" GYPSUM BOARD ON EACH SIDE

3⅝" METAL STUD PARTITION 16" o.c. WITH 1/2" GYPSUM BOARD ON BOTH SIDES.

SQUARE FOOTAGE CALCULATIONS	
SIZE	AREA
FIRST FLOOR AIR CONDITIONED	681 S.F.
GARAGE (NON AIR CONDITIONED)	213 S.F.
REAR PATIO (NOT INCLUDED IN TOTALS)	30 S.F.
SUBTOTAL - FIRST FLOOR	894 S.F.
SECOND FLOOR AIR CONDITIONED	894 S.F.
SUBTOTAL - SECOND FLOOR	894 S.F.
TOTAL	1,788 S.F.

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JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 2

3935 GULFSTREAM ROAD
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DESCRIPTION
UNIT-A FLOOR PLANS

SCALE
1/4"=1'-0"

SHEET No.
A-2.1

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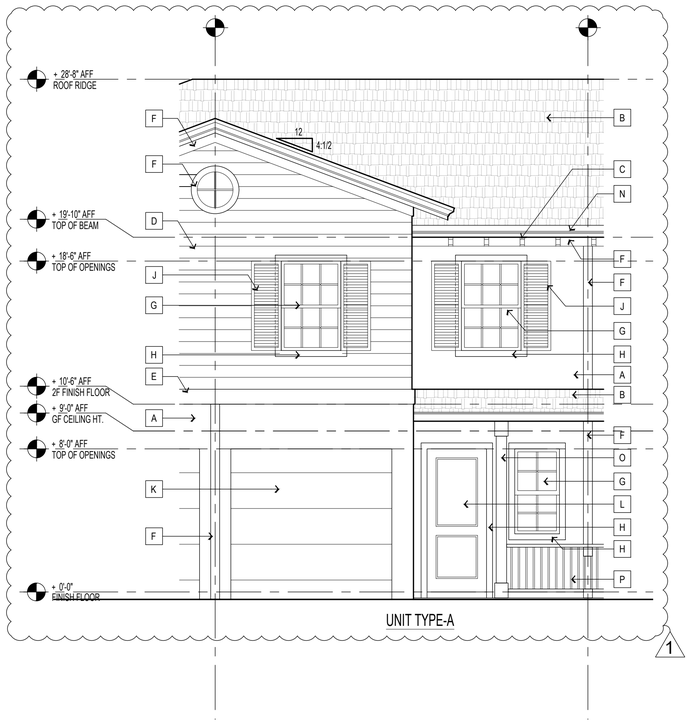
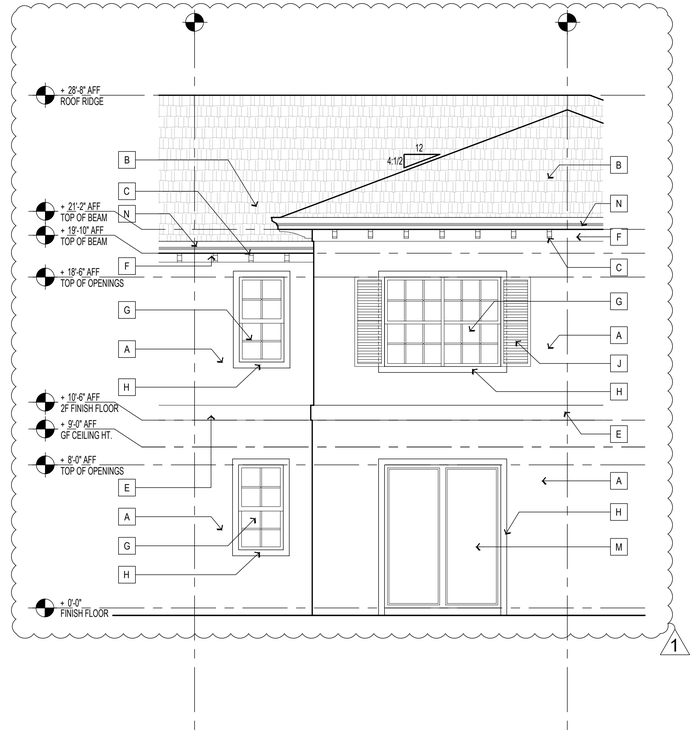


UNIT TYPE-A

UNIT-A FRONT ELEVATION - MIDDLE UNIT

SCALE : 1/4"=1'-0"



UNIT-A REAR ELEVATION - MIDDLE UNIT

SCALE : 1/4"=1'-0"

ELEVATION LEGEND	
A	TEXTURED STUCCO FINISH ON CONCRETE BLOCK
B	DIMENSIONAL SHINGLES ROOFING
C	DECORATIVE TRUSS TAILS
D	CLAPBOARD SIDING IN STUCCO - PAINT FINISH
E	10" STUCCO BAND - PAINT FINISH
F	6" STUCCO BAND - PAINT FINISH
G	ALUMINUM IMPACT WINDOWS
H	4" STUCCO BAND - PAINT FINISH
J	DECORATIVE SHUTTERS - ATTACH WITH TAPCONS AT 8" O.C. E.W. 2:1/4" MIN. EMBEDMENT
K	GARAGE DOOR
L	ENTRY DOOR - 3'-0" WIDE
M	ALUMINUM IMPACT SLIDERS
N	ALUMINUM GUTTERS - 'K' STYLE (WHITE FINISH)
O	POST - PAINTED TO MATCH TRIM
P	DECORATIVE RAILING - PAINTED TO MATCH TRIM

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JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 2

3935 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

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DATE
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LAST REVISION

DESCRIPTION
UNIT-A ELEVATIONS

SCALE
1/4"=1'-0"

SHEET No.
A-2.2

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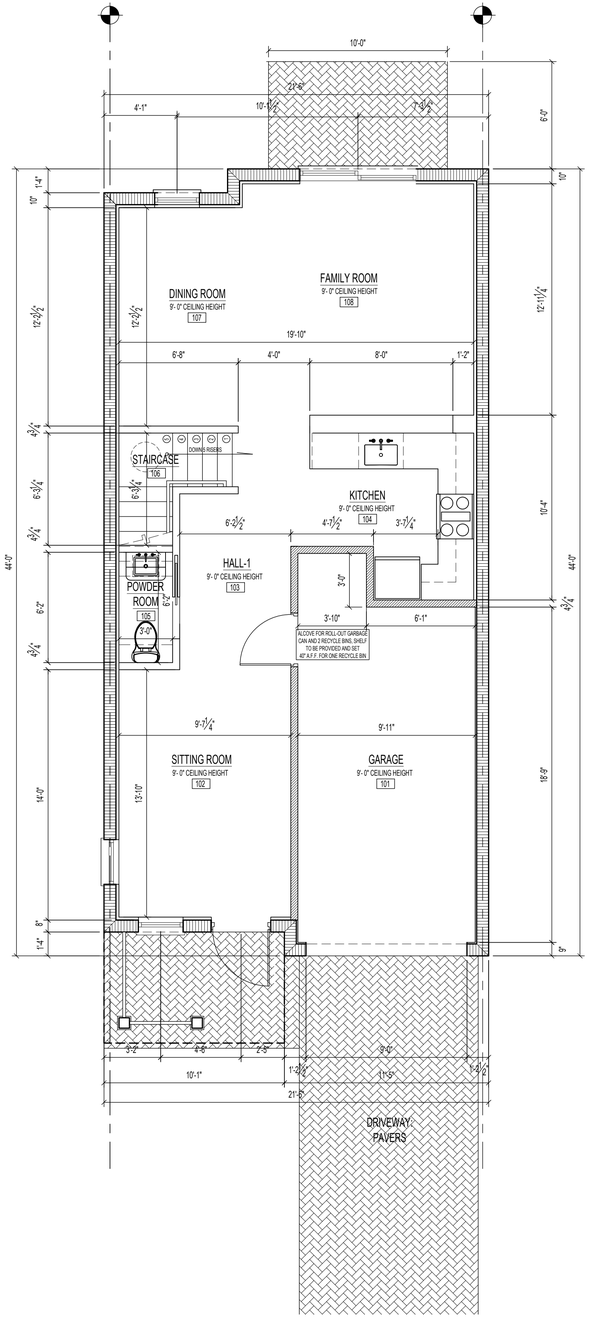
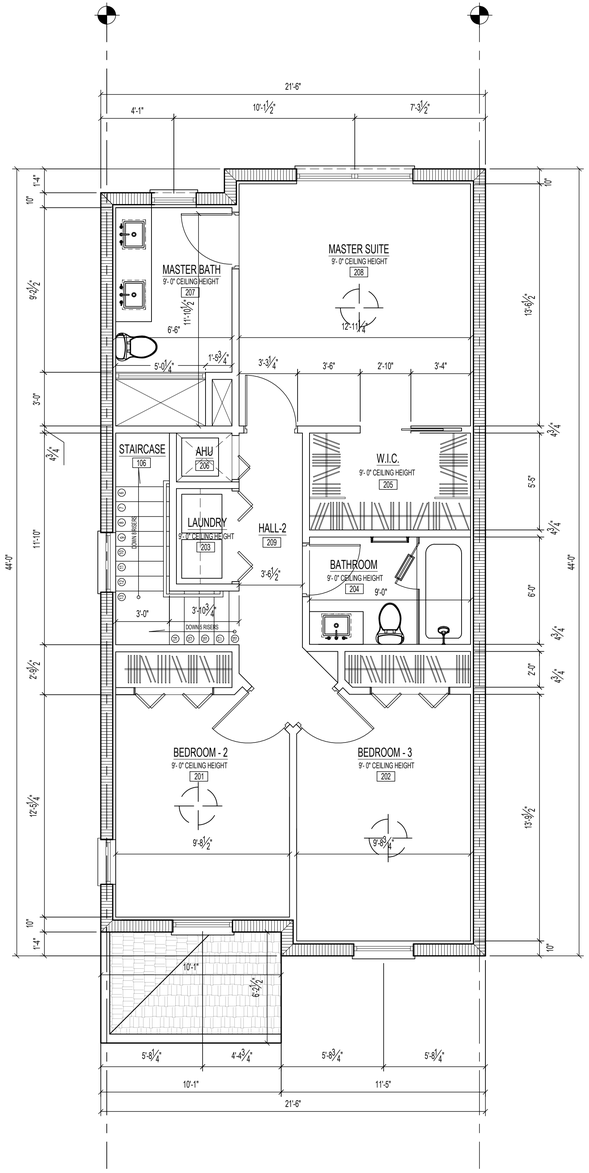


UNIT-B GROUND FLOOR PLAN - CORNER UNIT

SCALE : 1/4"=1'-0"



UNIT-B SECOND FLOOR PLAN - CORNER UNIT

SCALE : 1/4"=1'-0"

CONCRETE MASONRY WALL SEE STRUCTURAL PLANS FOR DETAILS

CONCRETE COLUMN

3⅝" OR 6" METAL STUD PARTITION 24" o.c. WITH ½" GYPSUM BOARD ON EACH SIDE.

3⅝" METAL STUD PARTITION 16" o.c. WITH 1/2" GYPSUM BOARD ON BOTH SIDES.

SQUARE FOOTAGE CALCULATIONS	
SIZE	AREA
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GARAGE (NON AIR CONDITIONED)	213 S.F.
REAR PATIO (NOT INCLUDED IN TOTALS)	30 S.F.
SUBTOTAL - FIRST FLOOR	907 S.F.
SECOND FLOOR AIR CONDITIONED	907 S.F.
SUBTOTAL - SECOND FLOOR	907 S.F.
TOTAL	1,814 S.F.

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Registered Architect
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JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 2

3935 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

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SUITE 5
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CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

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DATE
05-03-2023

LAST REVISION

DESCRIPTION
UNIT-B FLOOR PLANS

SCALE
1/4"=1'-0"

SHEET No.
A-3.1

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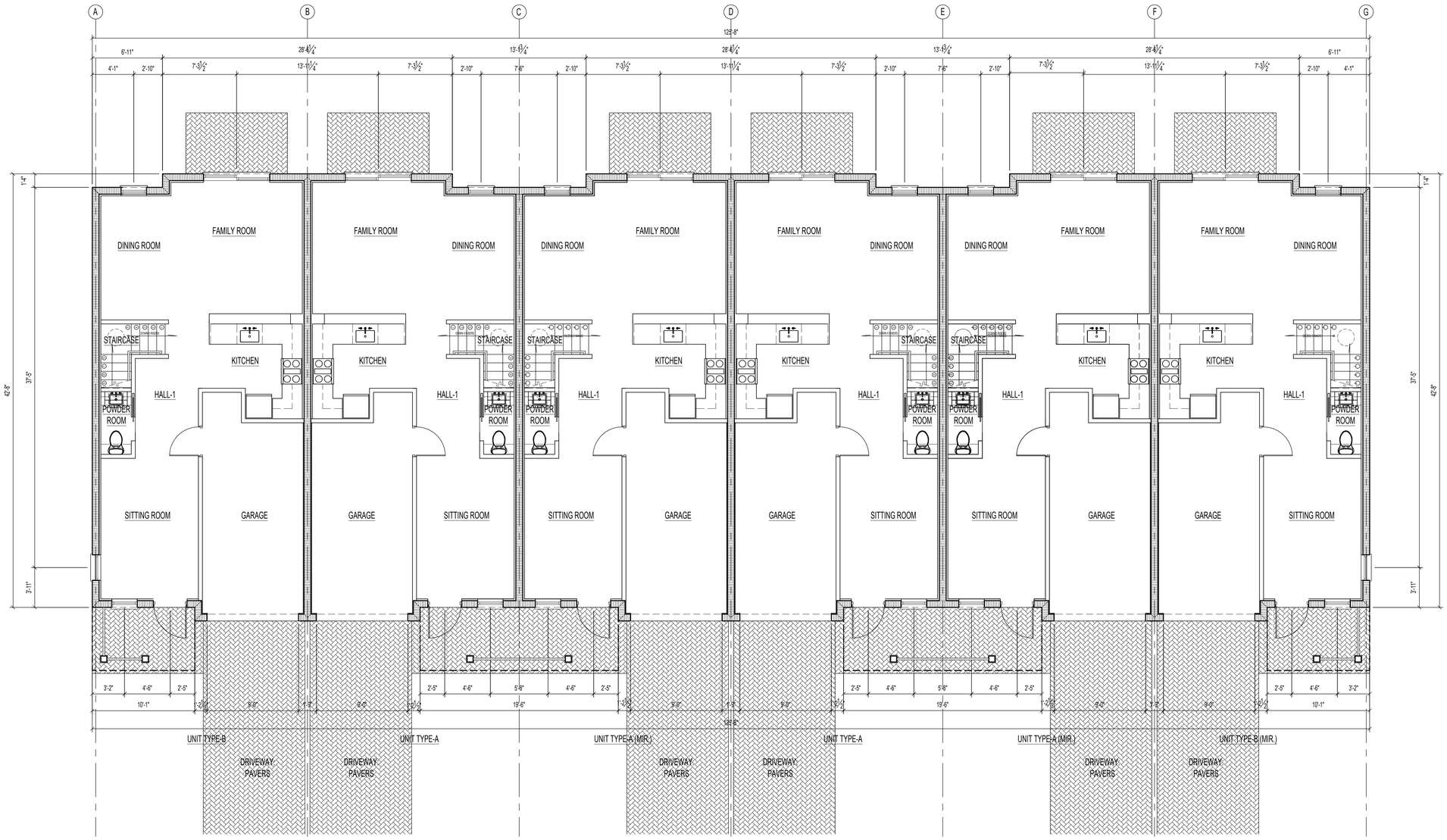

6 - UNIT BLOCK GROUND FLOOR PLAN

SCALE : 3/16"=1'-0"

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11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 2

3935 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
6-UNIT BUILDING GROUND FLOOR PLAN

SCALE
3/16"=1'-0"

SHEET No.
A-5.1

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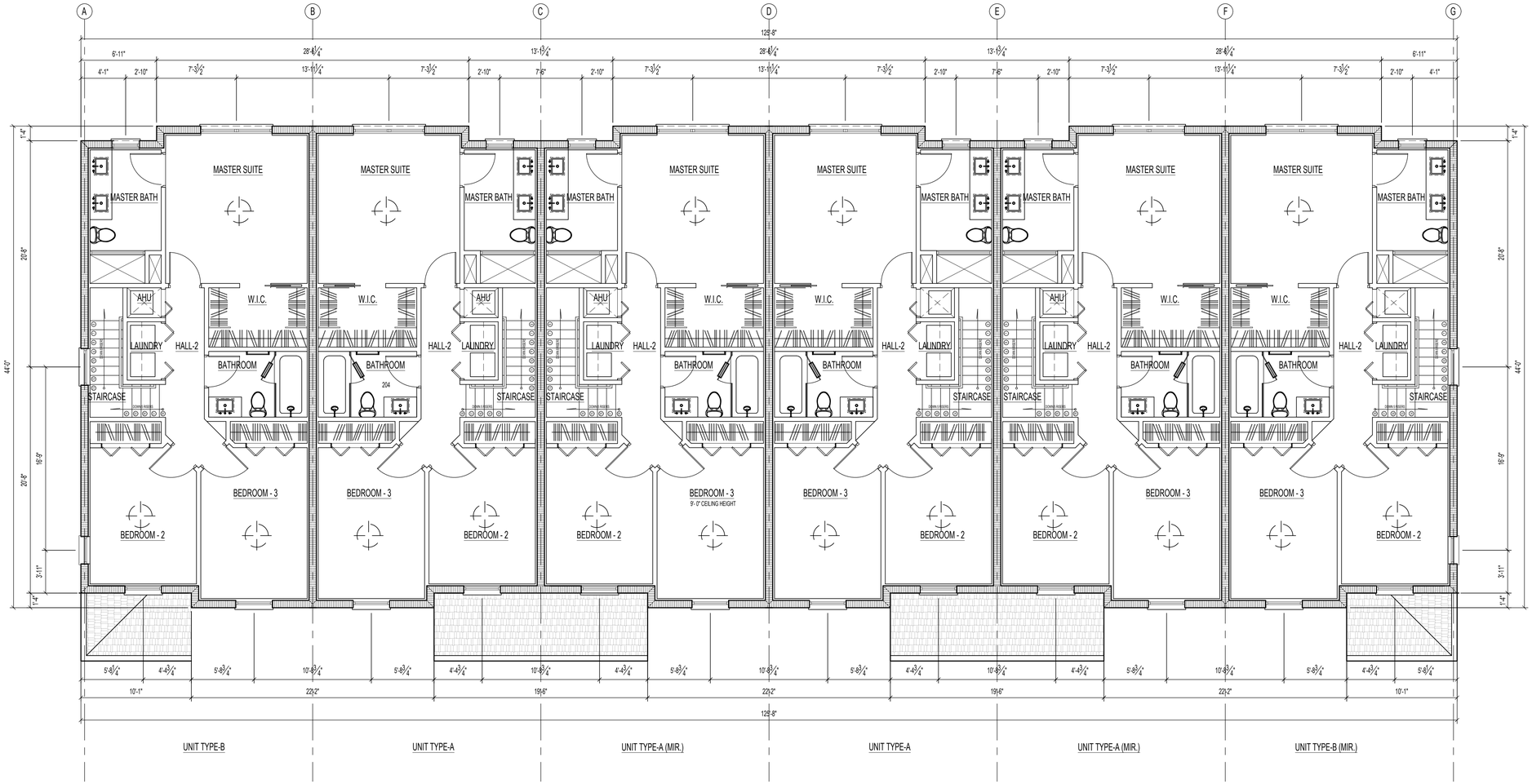

6 - UNIT BLOCK SECOND FLOOR PLAN

SCALE : 3/16"=1'-0"

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SCALE
3/16"=1'-0"

SHEET No.
A-5.2

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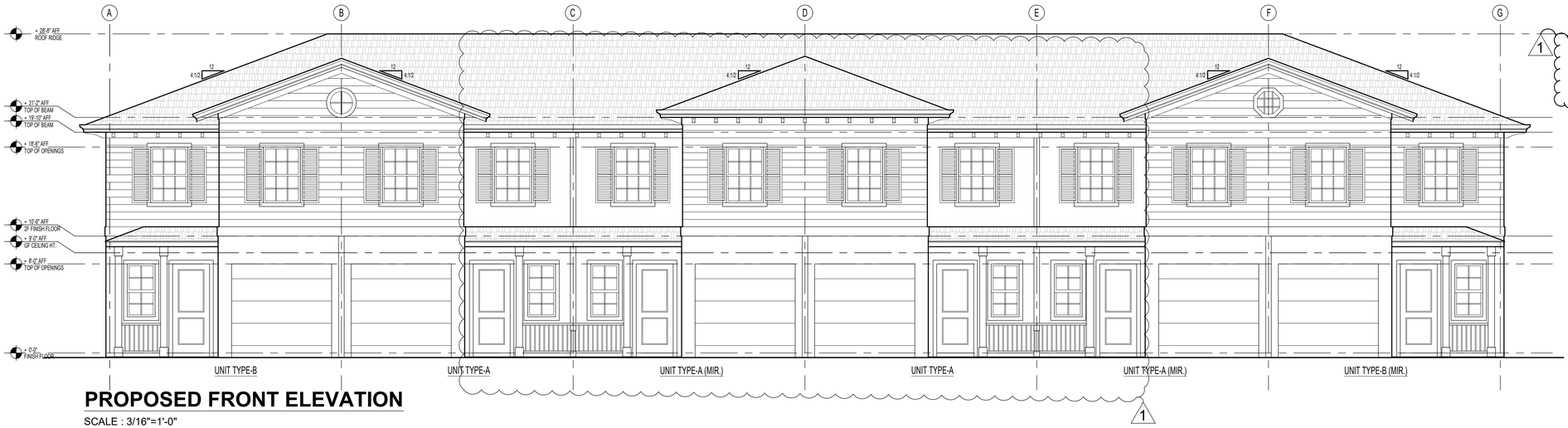
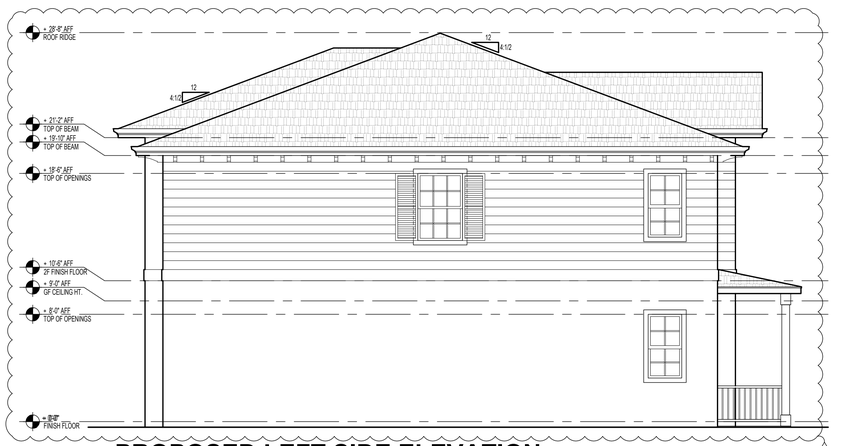


PROPOSED FRONT ELEVATION

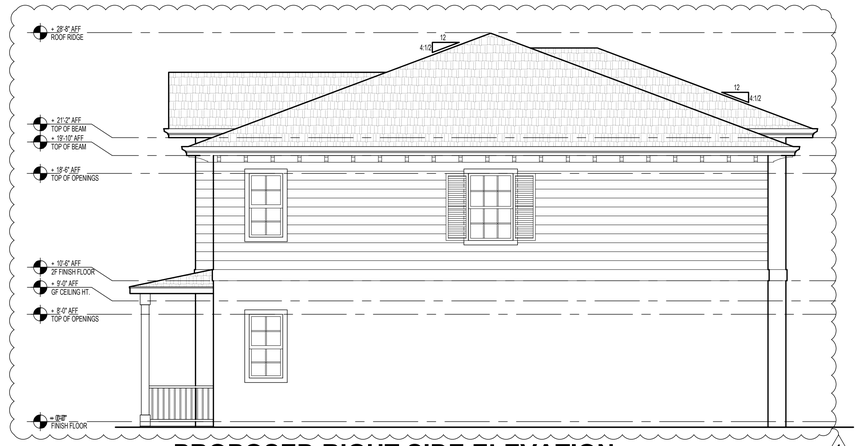
SCALE : 3/16"=1'-0"

FOR BUILDING DEPARTMENT USE:
- FRONT ELEVATION = NORTH ELEVATION.
- REAR ELEVATION = SOUTH ELEVATION.
- LEFT SIDE ELEVATION = WEST ELEVATION.
- RIGHT SIDE ELEVATION = EAST ELEVATION.



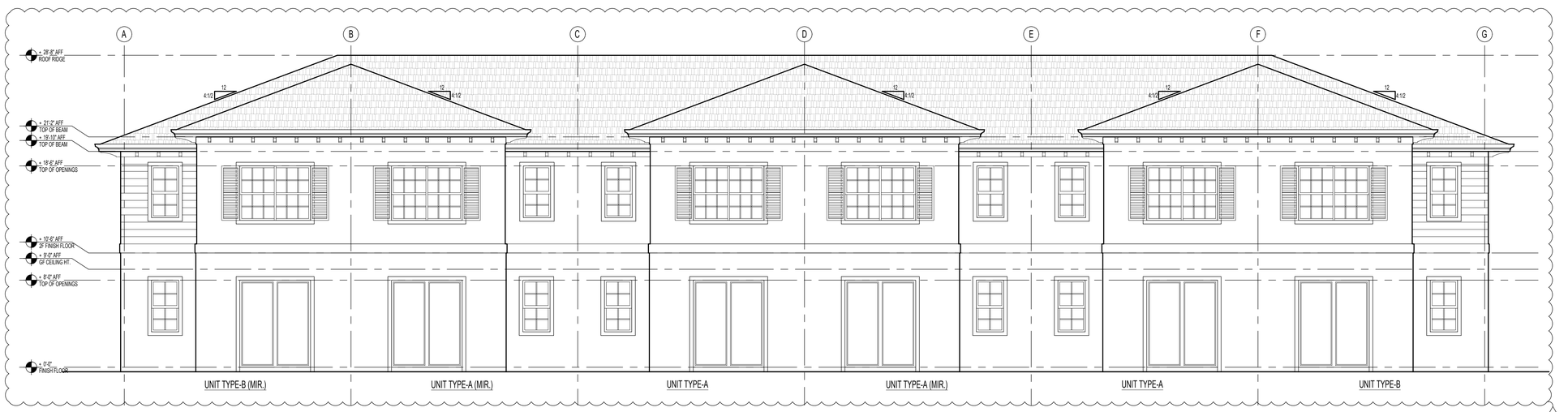
PROPOSED LEFT SIDE ELEVATION

SCALE : 3/16"=1'-0"



PROPOSED RIGHT SIDE ELEVATION

SCALE : 3/16"=1'-0"



PROPOSED REAR ELEVATION

SCALE : 3/16"=1'-0"

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DESCRIPTION
6-UNIT BUILDING ELEVATIONS

SCALE
3/16"=1'-0"

SHEET No.
A-5.3

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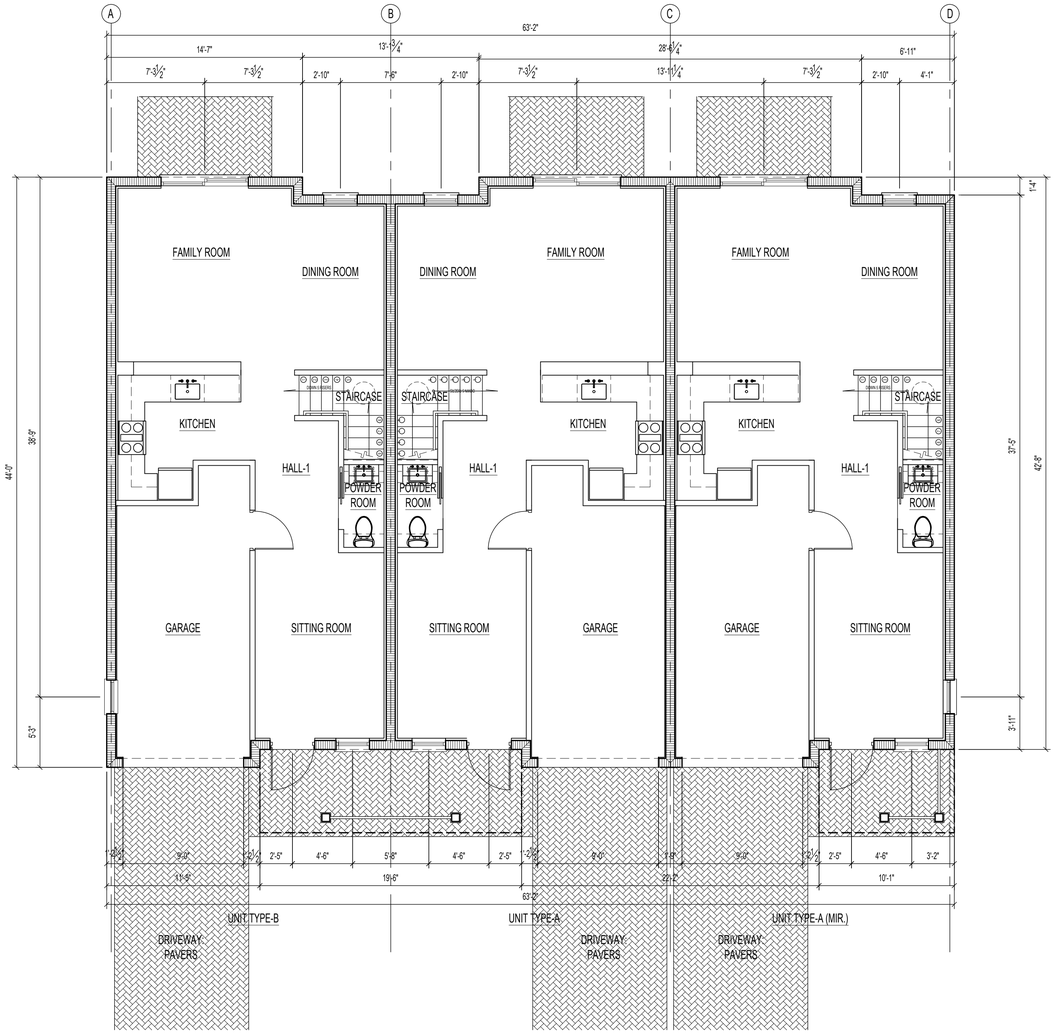

3 - UNIT BLOCK GROUND FLOOR PLAN

SCALE : 3/16"=1'-0"

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LAST REVISION

DESCRIPTION
3-UNIT BUILDING GROUND FLOOR PLAN

SCALE
3/16"=1'-0"

SHEET No.
A-6.1

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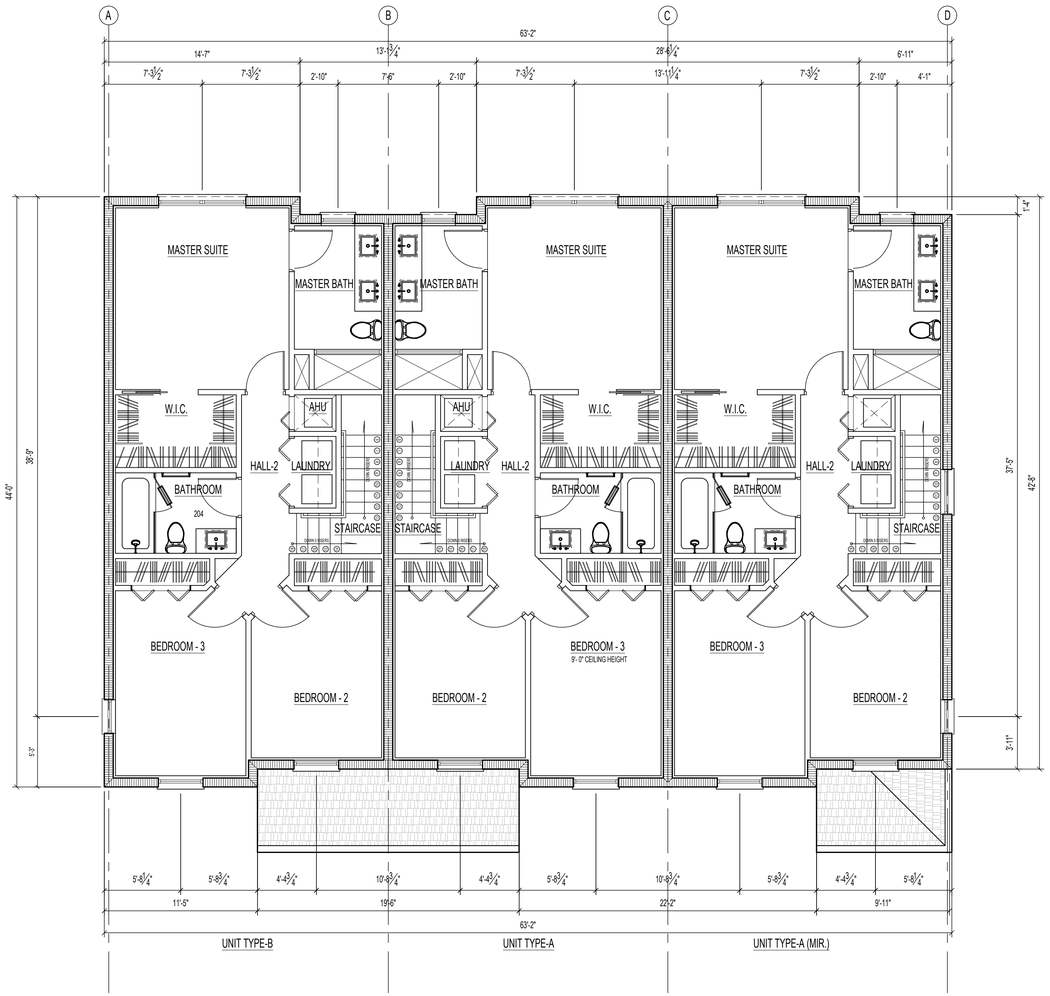

3 - UNIT BLOCK SECOND FLOOR PLAN

SCALE : 3/16"=1'-0"

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3-UNIT BUILDING SECOND FLOOR PLAN

SCALE
3/16"=1'-0"

SHEET No.
A-6.2

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1

FOR BUILDING DEPARTMENT USE:
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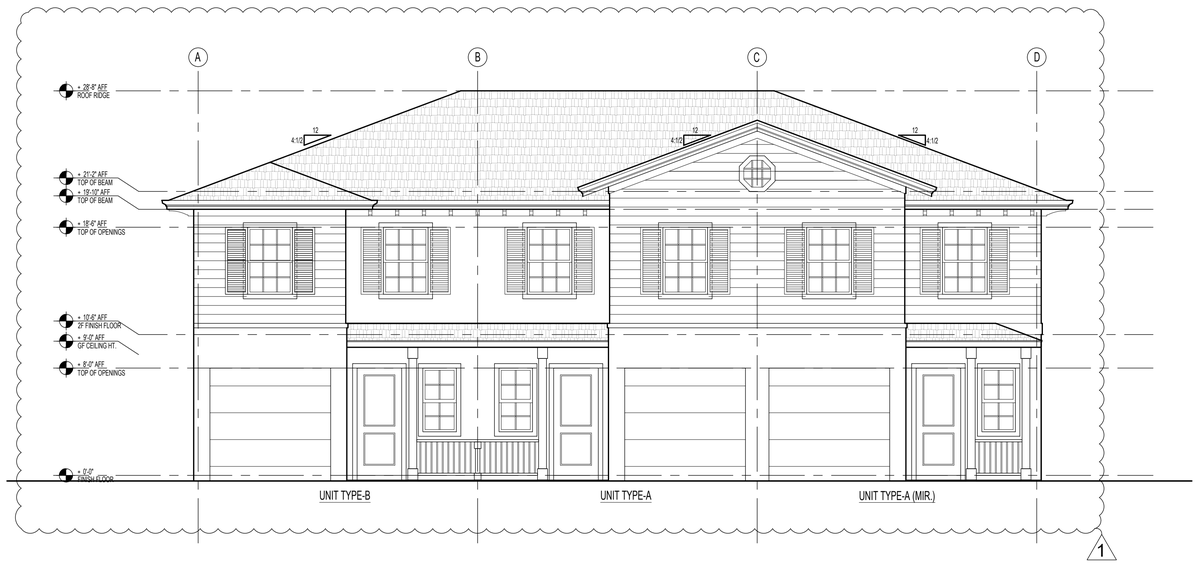
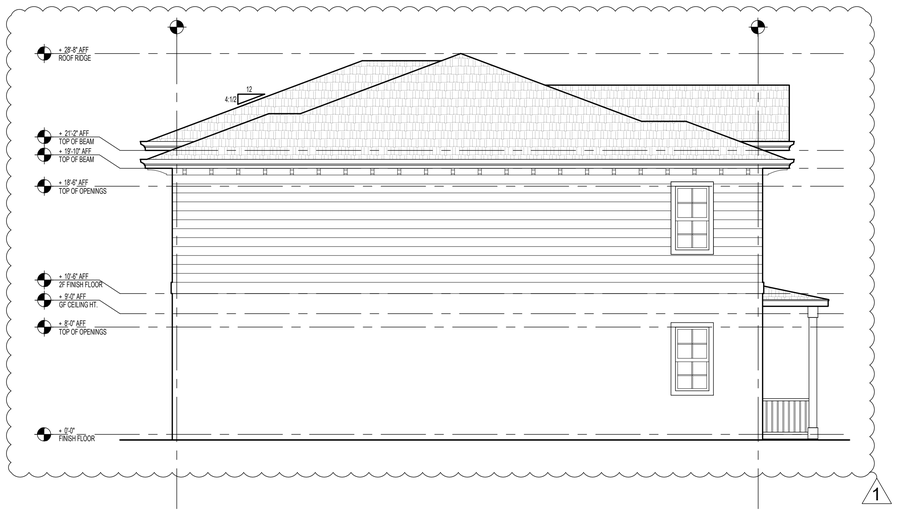


PROPOSED FRONT ELEVATION

SCALE : 3/16"=1'-0"

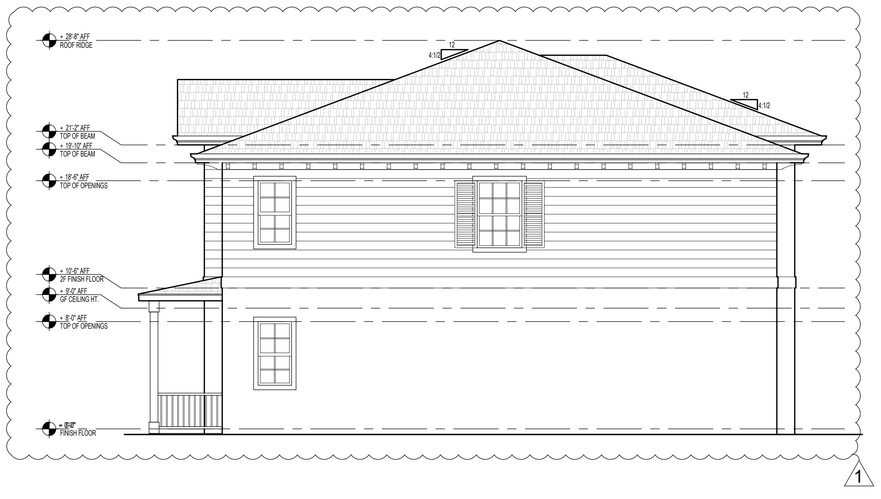


PROPOSED LEFT SIDE ELEVATION

SCALE : 3/16"=1'-0"

PROPOSED REAR SIDE ELEVATION

SCALE : 3/16"=1'-0"



PROPOSED RIGHT SIDE ELEVATION

SCALE : 3/16"=1'-0"

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3-UNIT BUILDING ELEVATIONS

SCALE
3/16"=1'-0"

SHEET No.
A-6.3

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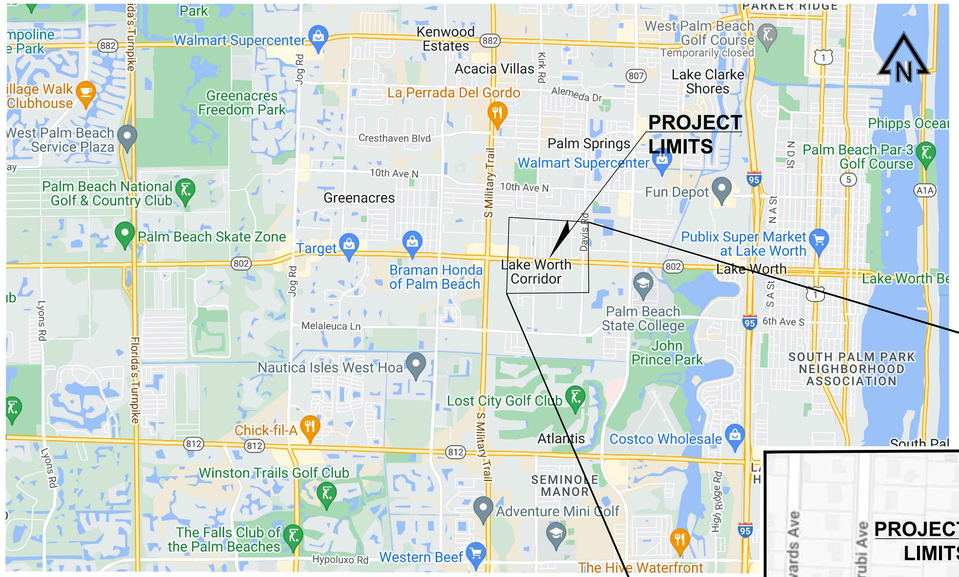
GULFSTREAM IMPROVEMENTS - WEST
3935 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461

PREPARED FOR

VILLAGE OF PALM SPRINGS

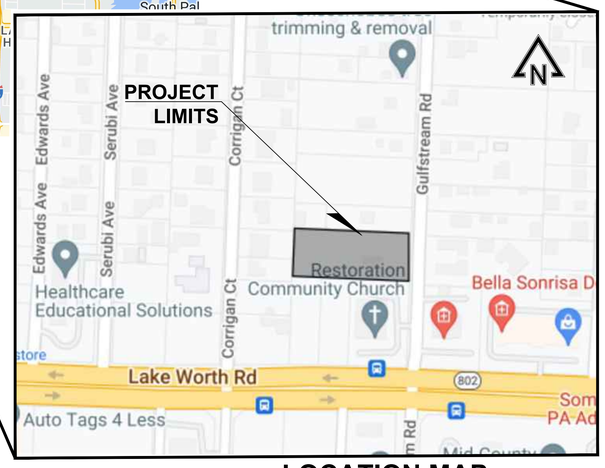
OCTOBER 2023



SECTION 19, TOWNSHIP 44S, RANGE 43E

VICINITY MAP

NTS



LOCATION MAP

NTS

SHEET INDEX

SHEET NO	SHEET TITLE
C-1	COVER
C-2	DEMOLITION AND EROSION CONTROL PLAN
C-3	PAVING, GRADING, AND DRAINAGE PLAN
C-4	UTILITY PLAN
C-5	SIGNAGE AND PAVEMENT MARKING PLAN
C-6	CROSS SECTIONS
C-7	PAVING, GRADING AND DRAINAGE DETAILS
C-8	WATER AND SEWER DETAILS
C-9	WATER AND SEWER DETAILS
C-10	WATER AND SEWER DETAILS
C-11	WATER AND SEWER DETAILS

TOTAL NO OF SHEETS - 11

PRELIMINARY SUBMITTAL

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Know what's below. Call before you dig.

REVISIONS

NO	DATE	REMARKS	BY
1	12/18/2023	VPS COMMENTS	KAK
2	4/7/2023	VPS COMMENTS	KAK

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ADAM SWANEY, P.E.
NO. 72335

GULFSTREAM IMPROVEMENTS - WEST
3935 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
COVER

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engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
1280 N. CONGRESS AVE. SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 •
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

J:\Land Projects R2\22105.01 Gulfstream Village Apartments\DWG\West\22105.01_CVR_West.dwg DATE: 10/4/2023 1:49 PM

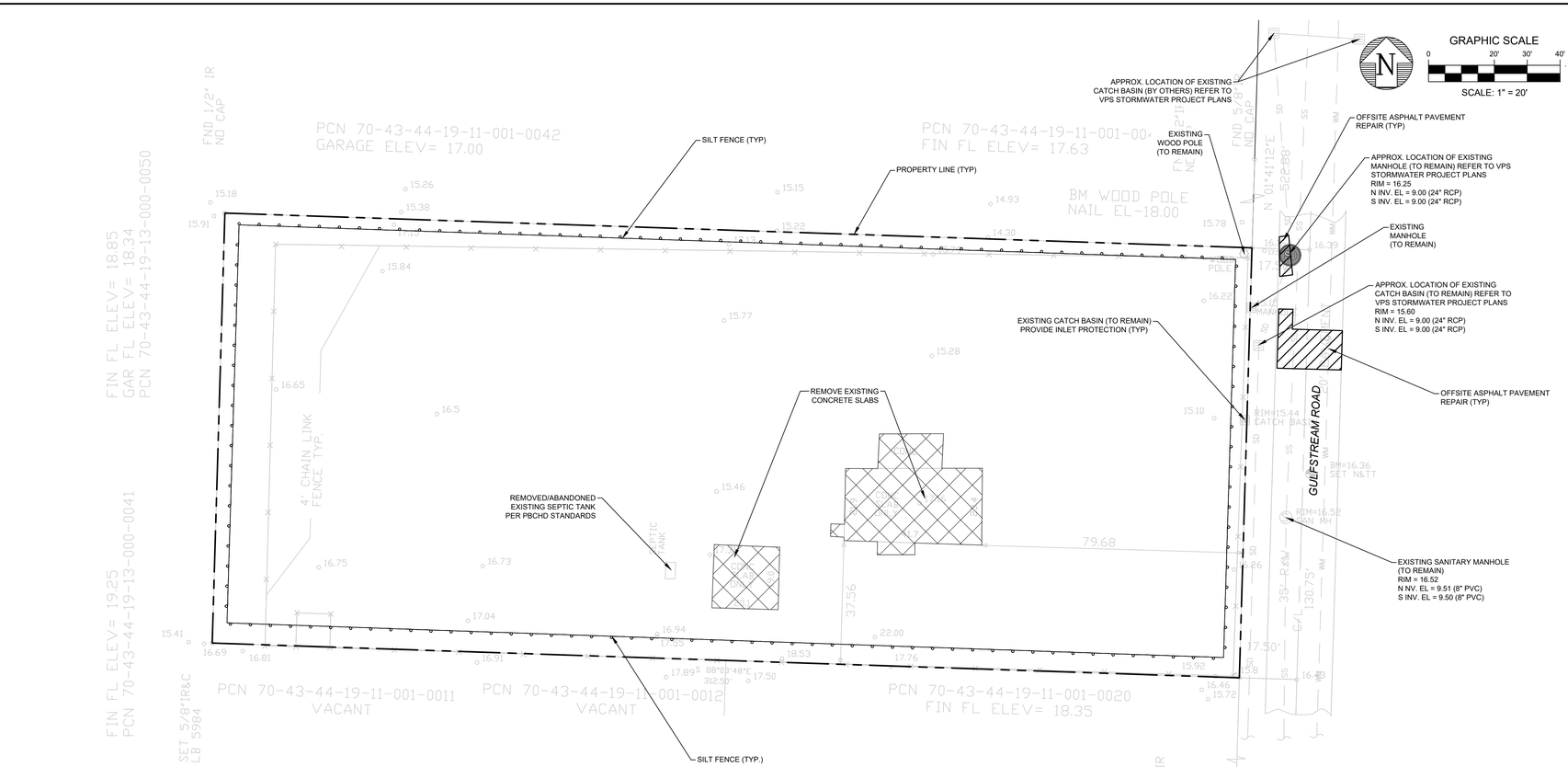
DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

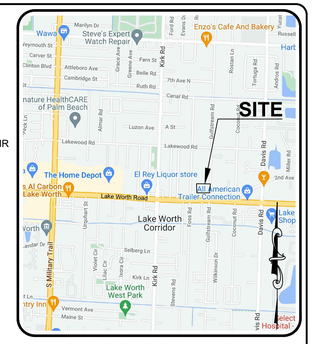
SHEET NO. C-1 / 11

JOB NO. 22105.01

PLOT: 1/18/2024 8:44:33 AM

SUBMITTAL, PRELIMINARY



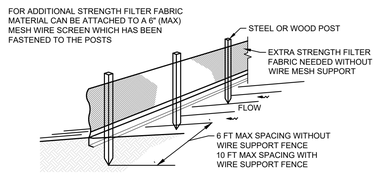


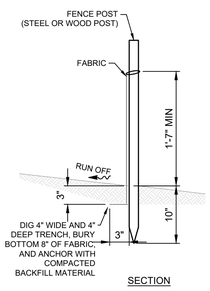
POLLUTION PREVENTION NOTES:

1. ALL POLLUTION PREVENTION MEASURES SHALL BE STRICTLY ENFORCED.
2. PROVISIONS FOR CONTROL OF POLLUTION:
   A. SUFFICIENT PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT THE RUN-OFF OF POLLUTING SUBSTANCES SUCH AS SILT, CLAY, FUELS, OILS, BITUMEN'S OR OTHER POLLUTING MATERIALS HARMFUL TO HUMANS, FISH, OR OTHER LIFE, INTO THE SUPPLIES AND SURFACE WATERS OF THE STATE OF FLORIDA. CONTROL MEASURES MUST BE ADEQUATE TO ASSURE THAT TURBIDITY IN THE RECEIVING WATER WILL NOT BE INCREASED MORE THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND UNLESS OTHERWISE PERMITTED. SPECIAL PRECAUTIONS SHALL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION. EROSION EVIDENT WITHIN THE LIMITS OF CONSTRUCTION OR OTHER AREAS AFFECTED BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
   B. FILL OUT A NOTICE OF INTENT FORM (FDEP FORM 62-621.300(4)(B) AND SUBMIT IT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
   C. EXCAVATION OF WATER MANAGEMENT FACILITIES SHOULD OCCUR IMMEDIATELY AFTER CLEARING AND GRUBBING TO SERVE AS A SEDIMENT TRAP OR CATCHMENT FOR STORMWATER RUNOFF FROM EXPOSED SOILS.
   D. CONSTRUCT PERIMETER BERM OR GRADE SITE TO PREVENT OFF-SITE DISCHARGE OF STORMWATER RUNOFF.
   E. PLACE SILT FENCES OR HAY BALES TO CONTAIN EROSION IN AREAS PRONE TO STORMWATER RUNOFF EROSIVE VELOCITIES.
   F. PROTECT EACH INLET THAT MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE WITH SILT FENCE/FILTER FABRIC STAKED IN PLACE.
   G. TAKE ALL REASONABLE PRECAUTIONS TO CONTROL DUST AND UNCONFINED PARTICULATE MATTER. THE APPLICATION OF WATER IS AN ACCEPTABLE DUST SUPPRESSANT ON ROADWAYS, STOCKPILES, AND ANY OTHER AREAS WITHIN THE PROJECT BOUNDARIES. DUST SUPPRESSANT WATER SHALL BE APPLIED IN SUCH A MANNER SO AS NOT TO PRODUCE EXCESS RUNOFF AND EROSION.
   H. TAKE PRECAUTIONS IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION.
3. OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES:
   A. HAZARDOUS WASTE - DISPOSE OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS.
   B. NOISE - MINIMIZE NOISE CAUSED BY THE OPERATION OF EQUIPMENT. ABIDE BY ALL LOCAL REGULATIONS COVERING NOISE CONTROL.
   C. ODORS - DO NOT CAUSE OBJECTIONABLE ODORS TO BE GENERATED.
   D. OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE SHALL BE COVERED WITH A TARPAULIN.
   E. OPEN BURNING - NO OPEN FIRES OR BURNING OF MATERIALS.
   F. PAINTS - ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM, BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO THE PAINT MANUFACTURER'S INSTRUCTIONS AND STATE OR LOCAL REGULATIONS.
   G. PETROLEUM PRODUCTS - MONITOR ONSITE VEHICLES AND TANKS FOR LEAKS. THEY SHALL RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. STORE PETROLEUM PRODUCTS IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. USE ASPHALT SUBSTANCES ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE SECONDARY CONTAINMENT FOR ALL ABOVE GROUND FUEL TANKS.
   H. SANITARY WASTE - COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS AT LEAST TWICE PER WEEK.
   I. WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER PROVIDED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. DEPOSIT ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE IN THE DUMPSTER. THE DUMPSTER IS TO BE EMPTIED AS NEEDED SO THERE IS NO OVERFLOW. HAUL TRASH TO A STATE APPROVED LANDFILL FACILITY.
4. MAINTENANCE / INSPECTION PROCEDURES:
   A. INSPECT ALL CONTROL MEASURES AT LEAST ONCE PER WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCHES OR GREATER.
   B. MAINTAIN ALL MEASURES IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT MUST BE INITIATED WITHIN 24 HOURS OF THE ONSITE INSPECTION REPORT.
   C. REMOVE BUILT UP SEDIMENT FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
   D. INSPECT SILT FENCE FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
   E. PREPARE A MAINTENANCE INSPECTION REPORT AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS FOUND AT THE END OF THIS SECTION.
   F. THE CONTRACTOR SHALL DESIGNATE A QUALIFIED PERSON TO BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND COMPLETING THE INSPECTION AND MAINTENANCE REPORTS.
   G. NON-STORMWATER DISCHARGES ARE PERMISSIBLE PROVIDED THAT DISCHARGE DOES NOT CAUSE EROSION OR CREATE TURBIDITY WITHIN THE RECEIVING BODY AND ARE IN COMPLIANCE WITH REGULATORY REQUIREMENTS. THESE DISCHARGES MAY INCLUDE WATER LINE FLUSHING, FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, DUST CONTROL, IRRIGATION DRAINAGE, AIR CONDITIONING CONDENSATION,
   AND WATER USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.
5. PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE ENGINEERING DEPARTMENT'S PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
6. AUTHORIZATION FOR INSTALL EROSION CONTROL DEVICES AND PRESERVE BARRICADES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ON THE SITE, IN THE PERMIT
   BOX, IT'S LOCATION SHOWN ELSEWHERE ON THIS PAGE.
7. PRIOR TO SCHEDULING A FINAL ENVIRONMENTAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
8. SOIL STABILIZATION SHALL BE COMPLETED WITHIN 30 DAYS OF VEGETATION REMOVAL. STABILIZATION TO CONSIST OF PLACEMENT OF SOD OF ALL DISTURBED AREAS.

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
2. TOPOGRAPHIC SURVEY PERFORMED BY UNIVERSAL SURVEYING SYSTEMS, INC. DATED MARCH 4, 2021.
3. EXISTING DRAINAGE INFORMATION OBTAINED FROM GULFSTREAM ROAD DRAINAGE IMPROVEMENTS PLANS AS PREPARED BY CRAVEN, THOMPSON AND ASSOCIATES, INC.
4. CONTRACTOR TO PROVIDE MOT PLAN FOR PROPOSED IMPROVEMENTS ALONG GULFSTREAM ROAD.



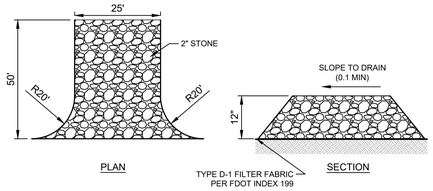


SECTION

NOTES:

1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UP SLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UP SLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH TIES SPACED EVERY 24 INCHES AT TOP AND MID. SECTION. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
8. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE OR DEPTH OF ACCUMULATED SEDIMENT REACHES 6 INCHES.
9. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.
10. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
11. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
12. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.
13. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.
14. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
15. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN.
16. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.

SILT FENCE INSTALLATION DETAIL
N.T.S.



TEMPORARY GRAVEL ENTRANCE
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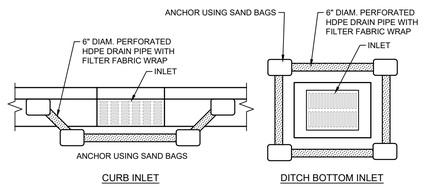

STORM DRAIN INLET PROTECTION
N.T.S.

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ADAM SWANEY, P.E.
NO. 72335

GULFSTREAM IMPROVEMENTS - WEST
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PALM SPRINGS, FLORIDA 33461
DEMOLITION AND EROSION CONTROL PLAN

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DATE	OCTOBER 2023
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PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-2
SHEETS 11
JOB NO. 22105.01

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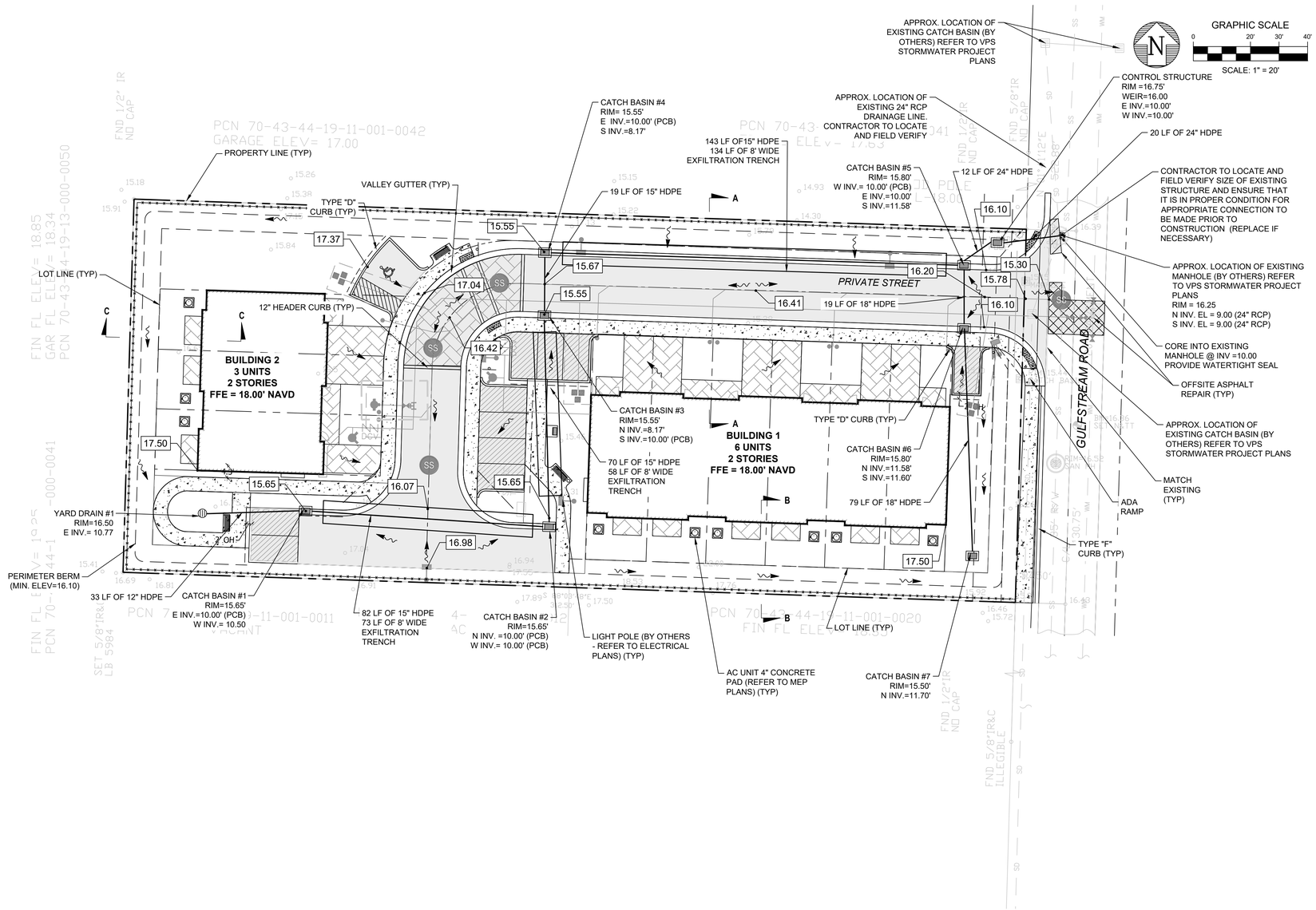

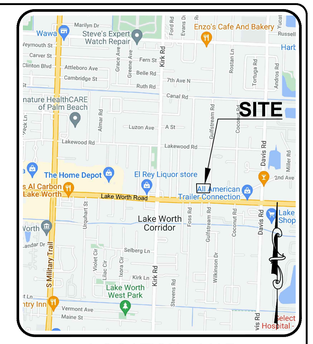

LOCATION MAP
N.T.S.

PROPOSED ENGINEERING LEGEND:

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- PAVERS
- OFFSITE ASPHALT PAVEMENT REPAIR
- PERVIOUS PAVERS
- CATCH BASIN
- YARD DRAIN
- DRAINAGE FLOW DIRECTION
- 12.55 PROPOSED ELEVATION
- EXFILTRATION TRENCH
- PCB POLLUTION CONTROL BAFFLE

SURVEY LEGEND:
X.XX = EXISTING LOT GRADES.
N&TT = NAIL AND TIN TAB
M.E. = MAINTENANCE EASEMENT
FP&L = FLORIDA POWER & LIGHT
P.C.P.= PERMANENT CONTROL POINT
C/L = CENTERLINE
SDE = SWALE DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
FND = FOUND
CONC = CONCRETE
N&D = NAIL & DISC
IR&C = IRON ROD & CAP
R/W = RIGHT OF WAY
F.F. = FINISH FLOOR
R = RADIUS
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GENERAL NOTES:
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ADAM SWANEY, P.E.
NO. 72335

GULFSTREAM IMPROVEMENTS - WEST
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PALM SPRINGS, FLORIDA 33461
PAVING, GRADING, AND DRAINAGE PLAN

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DATE	OCTOBER 2023
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PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-3
11
JOB NO. 22105.01

J:\Land Projects R\22105.01 Gulfstream Village Apartments\DWG\West\22105.01 NEW Prelim Eng_West.dwg DATE: 1/18/2024 8:43 AM

PLOT: 1/18/2024 8:44:48 AM

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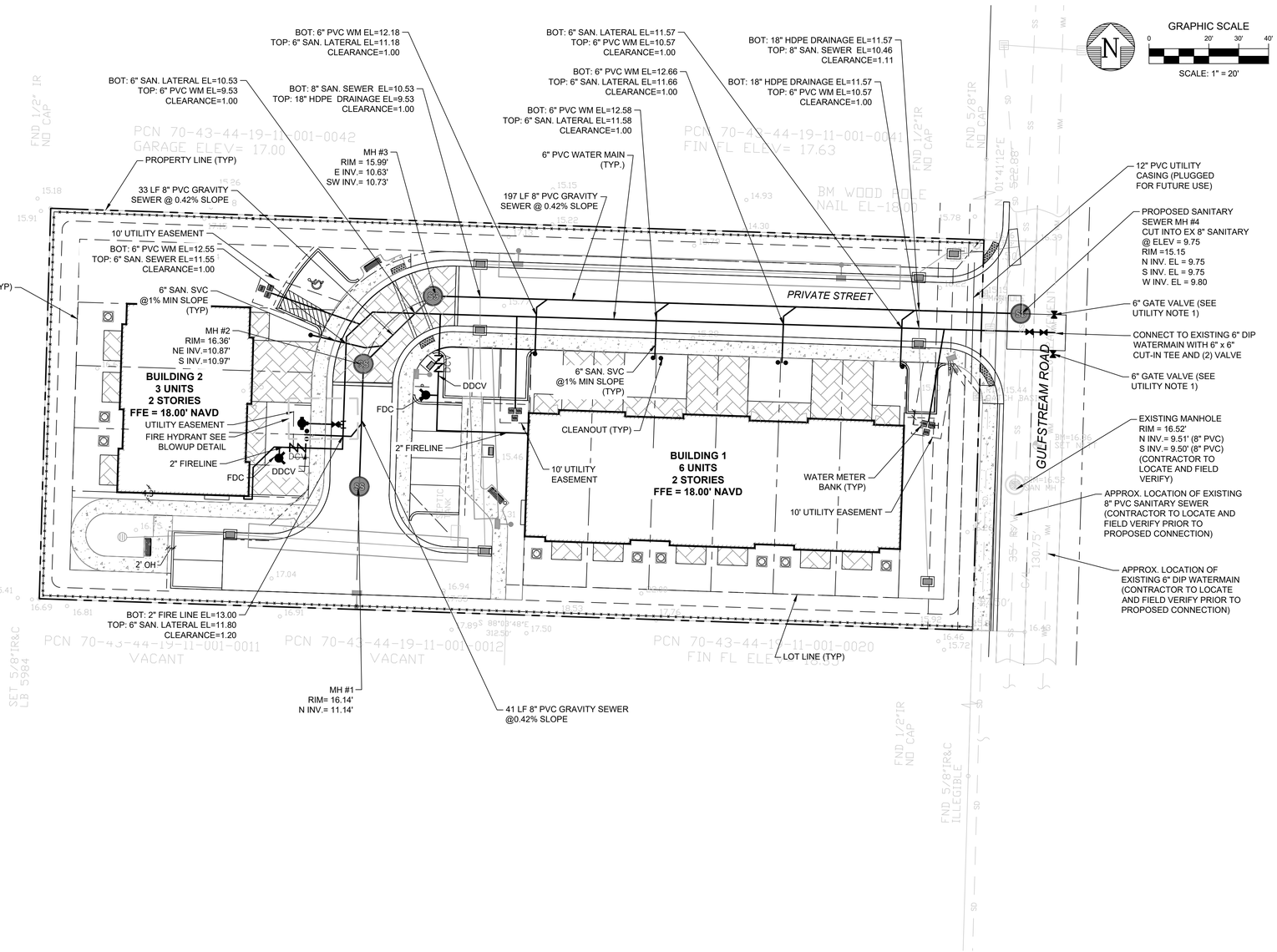

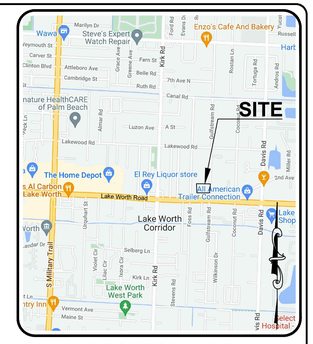

LOCATION MAP
N.T.S.

PROPOSED ENGINEERING LEGEND:

- SANITARY MANHOLE
- SANITARY CLEANOUT
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WATERMAIN FITTING (REFER TO PLANS FOR DETAIL)
- EASEMENT

SURVEY LEGEND:
X.XX = EXISTING LOT GRADES.
N&TT = NAIL AND TIN TAB
M.E. = MAINTENANCE EASEMENT
FP&L = FLORIDA POWER & LIGHT
P.C.P.= PERMANENT CONTROL POINT
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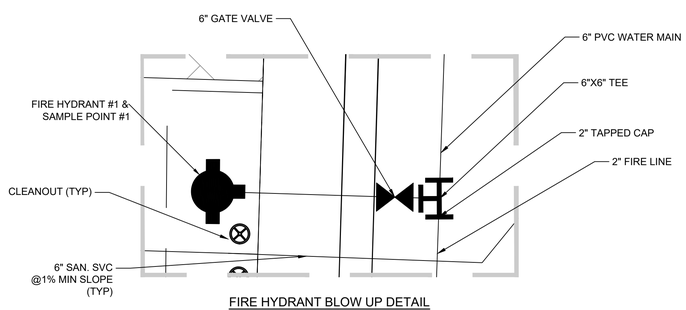
UTILITY NOTES:
1. IF ISOLATION OF THE EXISTING WATERMAIN IS PROHIBITED/UNOBTAINABLE, AN INSERTION VALVE SHALL BE USED IN PLACE OF A GATE VALVE.



FIRE HYDRANT BLOW UP DETAIL
N.T.S.

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GULFSTREAM IMPROVEMENTS - WEST
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UTILITY PLAN

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J:\Land Projects\22\22105.01 Gulfstream Village Apartments\DWG\West\22105.01 NEW Prelim Eng_West.dwg DATE: 1/18/2024 8:43 AM

DATE	OCTOBER 2023
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PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

PLOT: 1/18/2024 8:44:54 AM

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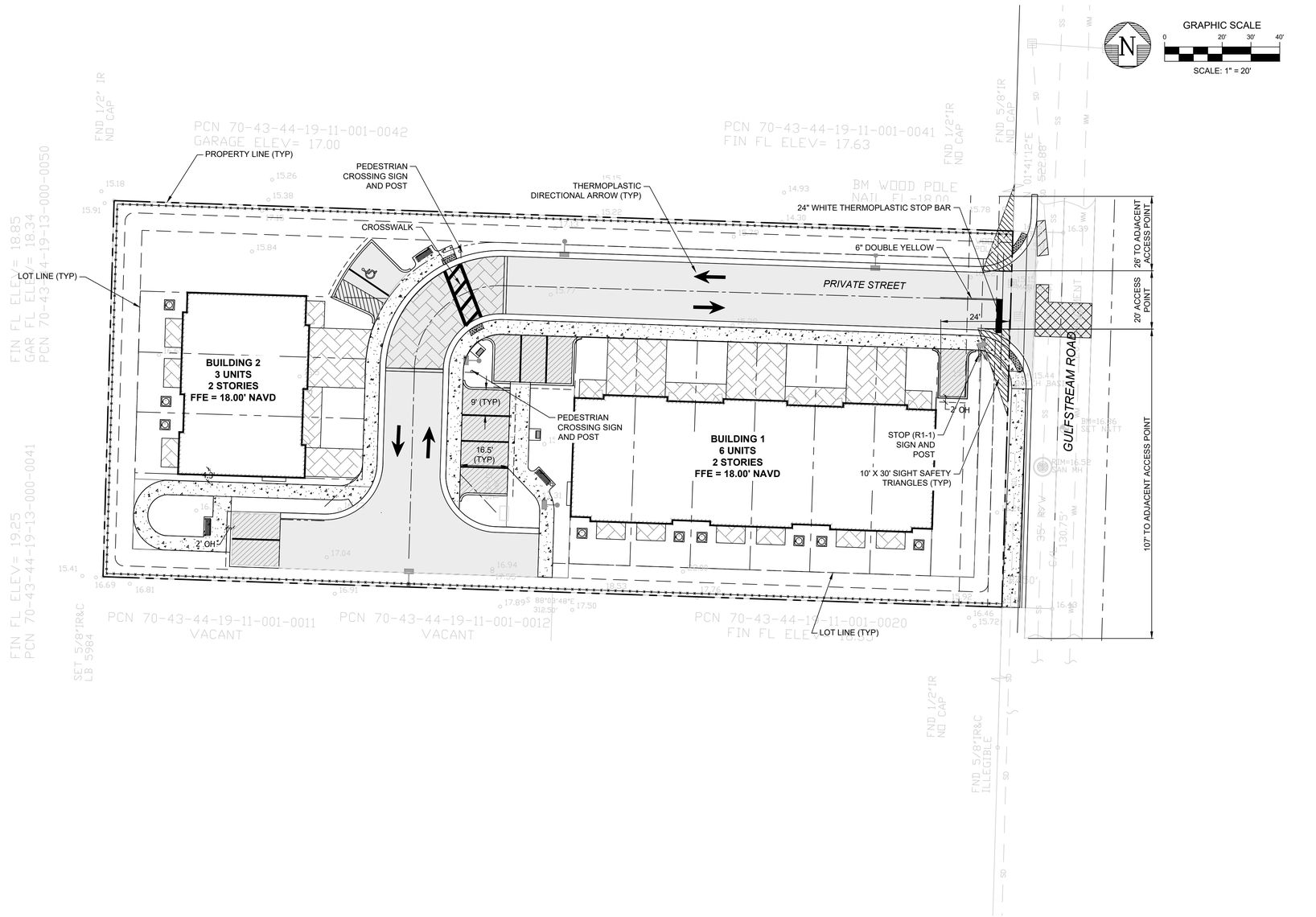

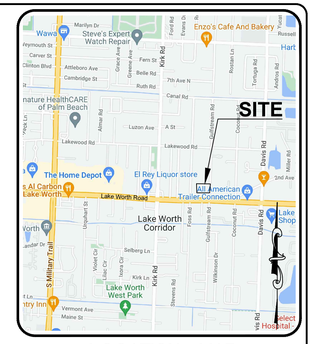

LOCATION MAP
N.T.S.

PROPOSED ENGINEERING LEGEND:

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- PAVERS
- OFFSITE ASPHALT PAVEMENT REPAIR
- SIGN

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MUTCD R1-1

MUTCD W11A-2

SIGNAGE AND PAVEMENT MARKING NOTES:

1. ALL STRIPING SHALL BE PAINTED IN ACCORDANCE WITH SECTION 710 OF THE FDOT SPECIFICATIONS, LATEST EDITION, EXCEPT WHERE INDICATED TO BE THERMOPLASTIC. ALL STOP BARS, STRIPING AT ENTRANCE/EXIT DRIVES, AND DIRECTIONAL ARROWS SHALL BE THERMOPLASTIC. ALL PARKING STALLS STRIPING SHALL BE PAINTED.
2. PAVEMENT DIRECTIONAL ARROWS ARE TO BE THERMOPLASTIC AND SHALL COMPLY WITH THE LATEST EDITION FDOT STANDARD PLANS, INDEX 711-001.
3. THERMOPLASTIC STRIPING MATERIAL SHALL BE APPLIED IN ACCORDANCE WITH SECTION 711 OF THE FDOT SPECIFICATIONS, LATEST EDITION. THICKNESS SHALL BE 90 MILS. MIN. AND 120 MILS. MAX. (ALKYD ONLY) AND EXTRUDED ONLY.
4. PAVEMENT MARKING AND GEOMETRICS SHALL COMPLY WITH LATEST EDITION OF THE MUTCD FOR STREETS AND HIGHWAYS.
5. THE DISTANCE BETWEEN THE STOP BAR AND CROSSWALKS SHALL BE 4 FEET MINIMUM.
6. THERMOPLASTIC MATERIAL SHALL NOT BE INSTALLED ON THIS PROJECT UNTIL 14 CALENDAR DAYS FOLLOWING THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.
7. PAINT MATERIAL SHALL NOT BE APPLIED TO THE ASPHALT ON THIS PROJECT UNTIL 7 CALENDAR DAYS FOLLOWING THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.

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ADAM SWANEY, P.E.
NO. 72335

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PALM SPRINGS, FLORIDA 33461

SIGNAGE AND PAVEMENT MARKING PLAN

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SHEET NO.	C-5 / 11
JOB NO.	22105.01

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PLOT: 1/18/2024 8:44:59 AM

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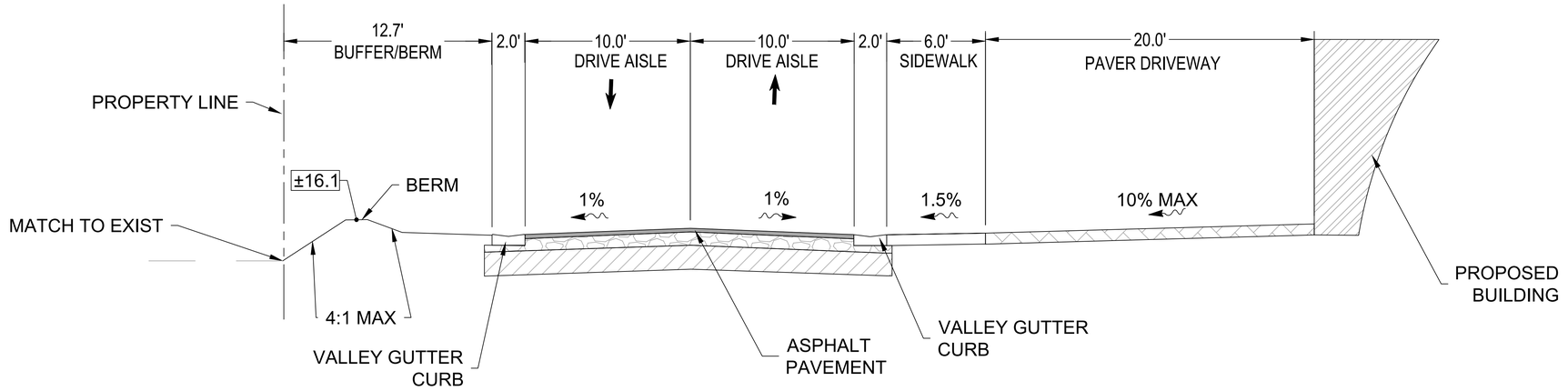
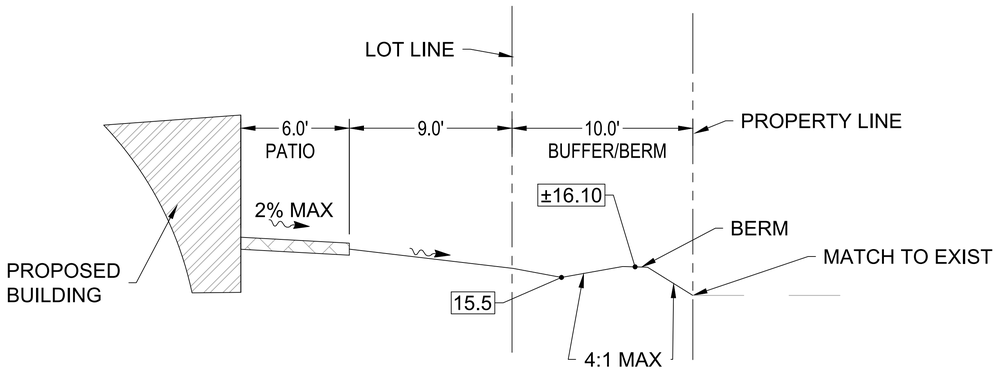


SECTION A-A

N.T.S.



SECTION B-B

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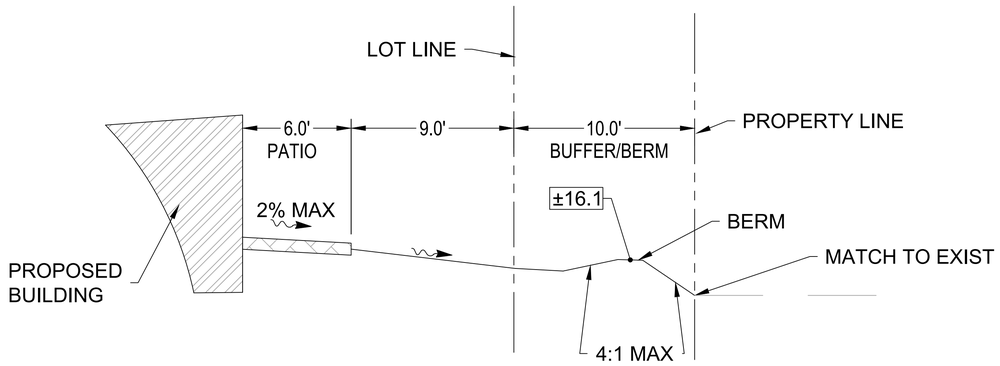

SECTION C-C

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ADAM SWANEY, P.E.
NO. 72335

GULFSTREAM IMPROVEMENTS - WEST
3935 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
CROSS SECTIONS

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PROJECT MANAGER	KAK
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SHEET NO. C-6 / 11

JOB NO. 22105.01

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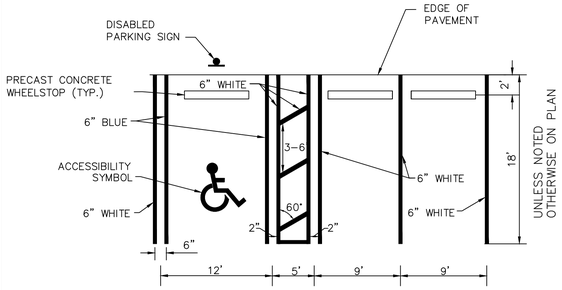
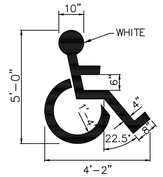


PARKING SPACE MARKINGS



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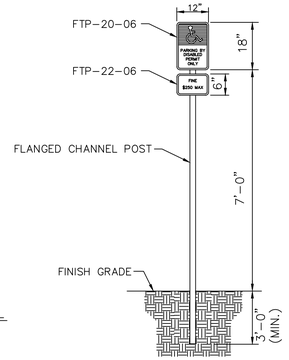
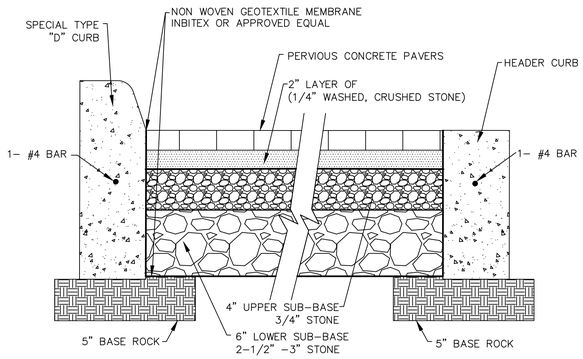
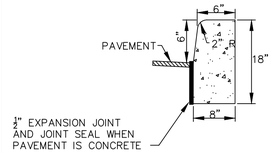


SIGNS SHALL BE PER INDEX 17355, SHEET 2 OF THE 2013 FLORIDA DEPARTMENT OF TRANSPORTATION'S DESIGN STANDARDS. POSTS SHALL BE PER THE PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS (NO. T-P-17-001), SHEET 9.

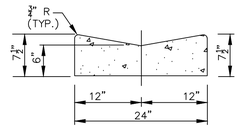
DISABLED PARKING SIGN



PERVIOUS PAVER SECTION



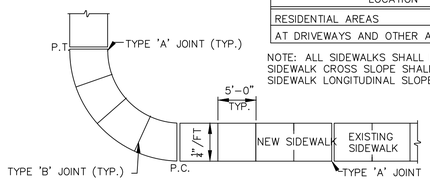
TYPE "D" CURB



VALLEY GUTTER

TABLE OF SIDEWALK THICKNESS	
LOCATION	
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

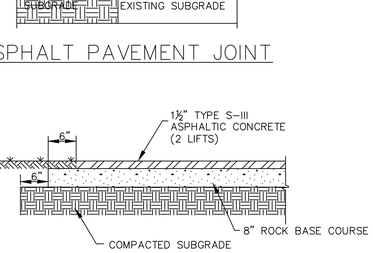
NOTE: ALL SIDEWALKS SHALL MEET ADA STANDARDS. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%. SIDEWALK LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.



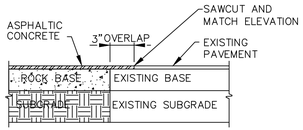
PLAN

TYPE 'A' JOINT TYPE 'B' JOINT

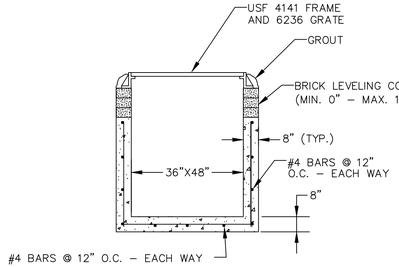
CONCRETE SIDEWALK



ASPHALT PAVEMENT SECTION

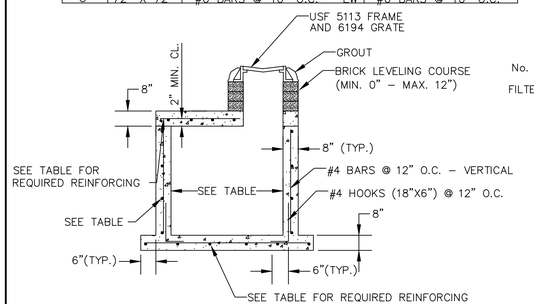


ASPHALT PAVEMENT JOINT

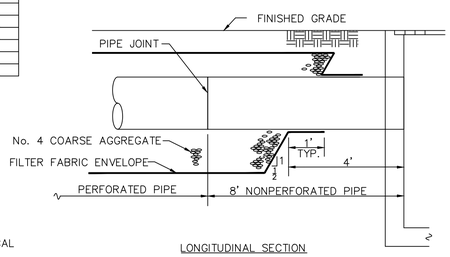


DRAINAGE INLET - TYPE E1

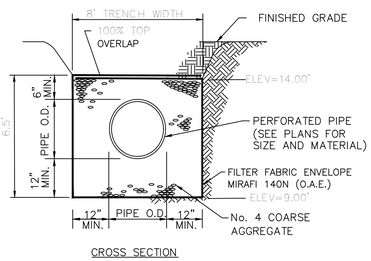
INLET TYPE	STRUCTURE SIZE	SLAB REINFORCING REQUIRED	HORIZ. REINFORCING REQ.
3	36" X 36"	#4 BARS @ 10" O.C. - EW	#4 BARS @ 10" O.C.
4	48" X 48"	#5 BARS @ 10" O.C. - EW	#5 BARS @ 10" O.C.
5	54" X 54"	#5 BARS @ 10" O.C. - EW	#5 BARS @ 10" O.C.
6	60" X 60"	#6 BARS @ 10" O.C. - EW	#5 BARS @ 10" O.C.
7	66" X 66"	#6 BARS @ 10" O.C. - EW	#6 BARS @ 10" O.C.
8	72" X 72"	#6 BARS @ 10" O.C. - EW	#6 BARS @ 10" O.C.



DRAINAGE INLET

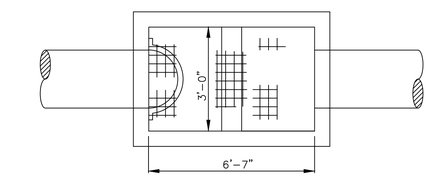


LONGITUDINAL SECTION

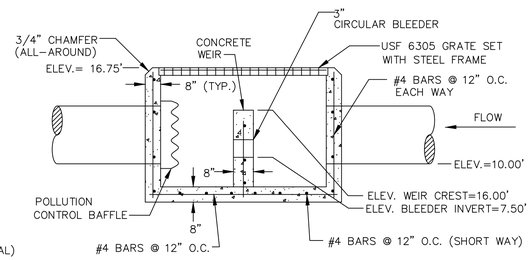


CROSS SECTION

EXFILTRATION TRENCH

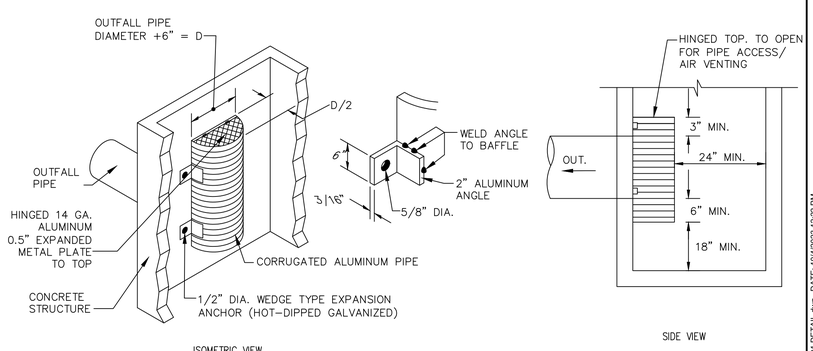


PLAN



SECTION

CONTROL STRUCTURE



ISOMETRIC VIEW SIDE VIEW

TOP OF BAFFLE SHALL BE 12 INCHES BELOW TOP OF STRUCTURE. BOTTOM OF BAFFLE SHALL BE 18 INCHES ABOVE BOTTOM OF STRUCTURE. BOTTOM OF BAFFLE SHALL BE 6 INCHES BELOW OUTFALL PIPE INVERT.

POLLUTION CONTROL BAFFLE

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72335. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. 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.

Know what's below. Call before you dig.

REVISIONS

NO.	DATE	REMARKS	BY
1	4/7/2023	VPS COMMENTS	KAK

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ADAM SWANEY, P.E. NO. 72335

GULFSTREAM IMPROVEMENTS - WEST
3935 GULFSTREAM ROAD
PALM SPRINGS, FLORIDA 33461
PAVING, GRADING AND DRAINAGE DETAILS

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J:\Land Projects R2\22105.01 Gulfstream Village Apartments\DWG\Web\221102.01 DETAIL.dwg DATE: 10/4/2023 12:22 PM

DATE	OCTOBER 2023
DRAWN	KL/KAK
PROJECT ENGINEER	KAK
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. C-7
TOTAL SHEETS 11
JOB NO. 22105.01

PLOT: 1/18/2024 8:45:08 AM

SUBMITTAL, PRELIMINARY

Cotleur & Hearing
LC26000535
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PALM SPRINGS TOWNHOUSES

3935 Gulfstream Road

JUSTIFICATION STATEMENT

October 25, 2022
Revised May 15, 2023
January 25, 2024

REQUEST

On behalf of the property owner, 1185 N Benoist Farms Rd 106 LLC, Cotleur & Hearing is requesting Major site plan approval for the project known as “Palm Springs Townhouses-3935 Gulfstream”. The site is in the Land Use Designation of Low Density Residential and RM (Residential Multiple-Family) zoning district. The project site will consist of nine (9) multi-family dwellings, each 2 stories in height. The subject site is in the Gulfstream Road overlay.

LOCATION

The property is .991 acres and .044 miles north of Lake Worth Road and Gulfstream Road, directly West on Gulfstream Road. The site address is 3935 Gulfstream Road, Palm Springs, FL 33461. PCN: 70-43-44-19-11-001-0030.

APPROVAL

The Major Site Plan Application is consistent with the goals and regulations set forth in the Palm Springs zoning code and Comprehensive plan. The subject site is located within the RM (Residential Multiple-Family) zoning district and meets or exceeds the property development regulations. The project site will consist of nine (9) multi-family dwellings. The development will be rental community with no options of a fee simple method. The site plan emphasizes multiple-family residences, while preserving and protecting the residential character of the village and the GRO (Gulfstream Overlay) district.

Section 34-1323

Per Article 6, division 7, under Supplemental District Regulations, Section 34-1323 Gulfstream Road overlay, the permitted use within that overlay is Multiple family dwellings units.

Section 34-1324

The site plan and architectural renderings incorporate the Development Standards listed Section 34-1324 incorporating the required elements of the building and site design. Each unit provides a front porch and does not exceed 35’ ft in height. The applicant is proposing a mix of active and

passive recreation activities that consist of 20% of the overall acreage of the site as required in Section 34-1324.

Section 34-1324.1

The applicant will be utilizing the density bonus as per Section 34-1324.1 pursuant to the GRO (Gulfstream Overlay) provisions of the comprehensive plan, but it will not exceed ten dwelling units. The overall site will complement the surrounding development on Gulfstream Road and the village.

WAIVERS

Sec. 34-875. - Waivers.

Pursuant to *Section 66-57.3- Requests for waivers shall be submitted in writing and shall address each of the following criteria:*

a. *The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.*
   RESPONSE: Yes, the proposed request is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and the waiver will not be injurious to the area or detrimental to public health, safety and welfare.

b. *The request results from innovative design in which other minimum standards are exceeded.*
   RESPONSE: Correct- we are just reducing the south property line buffer at the t-turnaround to accommodate fire safety for truck turnround.

c. *The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.*
   RESPONSE: The waiver will not have any impact on natural resources, including drainage and recharge areas, natural areas.

d. *The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the*

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project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.
RESPONSE: The waiver does benefit the public to be able to provide adequate ROW for a fire truck.

e. *The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.*
RESPONSE: Yes, the waiver is to only reduce the 10' landscape buffer at the ROW for the t-turnaround. No vegetation reduction is proposed.

f. *Economic hardship may not be used to justify waivers.*
RESPONSE: Noted and does not apply to our request.

g. *The result is compatible with existing and potential land uses adjacent to the development site.*
RESPONSE: Yes, it is compatible with existing land adjacent to the development site and will have no impact.

h. *Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.*
RESPONSE: Not applicable

i. *.Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.*
RESPONSE: Not applicable

CONCLUSION

The owner and the development team are available to answer any questions staff might have and provide necessary information to supplement the information provided in the submittal. Please do not hesitate to contact Jeanne Ducharme of Cotleur & Hearing 561.747.6336 ext.105 if additional information is required.

Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County Board of County Commissioners
Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

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January 9, 2023

Adam B. Kerr, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

RE: Village of Palm Spring - Small Lot
Project #: 221207
Traffic Performance Standards (TPS) Review

Dear Mr. Kerr:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated October 20, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	West side of Gulfstream Road, about 300 feet north of Lake Worth Road
PCN:	70-43-44-19-11-001-0030
Access:	Full access driveway connection onto Gulfstream Road (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	Vacant
Proposed Uses:	Multi-Family Residential = 9 DUs
New Daily Trips:	61
New Peak Hour Trips:	4 (1/3) AM; 5 (3/2) PM
Build-out:	December 31, 2027

Based on our review, the Traffic Division has determined the proposed development generates less than 20 peak hour trips; therefore, the project **meets** the TPS of Palm Beach County.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:qg
ec:
Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2022\221207 - VILLAGE OF PALM SPRING SMALL LOT.DOCX

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Iramis Cabrera, PZB Director
Village of Palm Springs
Planning and Zoning Department
226 Cypress Lane
Palm Springs, FL 33461

via e-mail: icabrera@vpsfl.org

Subject: 3935 Gulfstream Road (Palm Springs Townhouses) (CH-22-0230)

Dear Ms. Cabrera:
On behalf of the applicant, we received the comment letter dated November 2, 2024, from The Village of Palm Springs, Department of Planning and Zoning. Please find herein the responses and revised plans in accordance with comments from each agency.

CHEN MOORE AND ASSOCIATES; David Cowan, P.E.

7. [Previously Comment 12.] Provide the location of transformers. Franchised utilities shall be installed underground and screened from view.
Applicant Response: None.
Village Response: Comment not addressed.
Applicant Response: By Others. Refer to MEP Plans.
Village Response: All utilities and appurtenances should be reflected on the site plan and screened accordingly. Add to plan(s).
Response: The transformers have been screened according to site an landscape plans.

8. [New comment.] Remove all the line work separating units and depicting lot lines from all plans,
since this is a multifamily development and not fee simple.

Response: This is a fee simple project. We made an error at last submittal.

Village Response: Satisfied. Below are several comments based on the most recent response.
[New comment.] Sec. 34-766 (1) Provide how the project meets the minimum requirements for lot area.
[New comment.] Section. 34-1324 (9) Property development regulations of the RM district remain applicable. By creating lots as fee simple project, building setbacks should be measured from lot lines. Revise.
[New comment.] Depict proposed lot dimensions.
[New comment.] Section. 34-766 (7) Minimum front yard: 25 feet. The site plan depicts a 20 feet front yard setback for the lots. Revise.
Village Response: Comment Resolved per Iramis email dated 12.13.23.
22. Confirm right-of-way width, as marginal access streets require 40’ right-of-way widths.

Applicant Response: Acknowledged.
Village Response: The right-of-way width for the two access streets for the property is only 20'. Please revise so that the marginal access streets are 40' in width with respect to the parking space near the property line.
Response: We are requesting a waiver of this request as discussed in our meeting.

Village Response: The right-of-way width for the two access streets for the property is only 20'. Please revise so that the marginal access streets are 40' in width.
Applicant Response: We are requesting a waiver of this request as discussed in our meeting.
Village Response: Comment resolve, waiver will be required as part of final approval prior to construction.

Response: Per meeting with staff on 12/15 there is no waiver needed. The minimum pavement is met, marginal access is not applicable to a private road.

25. [New comment.] Provide a tree disposition plan and mitigation strategy for tree removals.
Response: This has been provided with the landscape plan.

Village Response: A tree disposition plan has still not been provided. If it is the intent that no existing vegetation is to be preserved in place, simply respond in kind.

Response- A letter as been provided with this submittal in regard to mitigation.

29. [New comment.] Define the groundcover treatment at the rear of the A/C units. Reviewer assumes this material is sod, however it is unclear what the design intent is.

Response: This has been update, it will be mulch.

32. [New comment.] The proposed palm north of the driveway ingress is located on top of a drainage basin. Coordinate the civil design with the landscape design.
Response: This has been updated.

Village Response: This has not been addressed.

Response: The palm has been relocated out of the catch basin.

33. [New comment.] There is a bench call out pointing to the single parking space, south of the driveway egress.
Response: This has been updated.

Unified Development Application; David T. Harden Comments

Section 3 – Land Use and Zoning Information

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1. When all the Gulfstream Road Overlay Development Standards (34-1324) are met, a density bonus may be requested from the Village Council.
Response: Acknowledged

Section 5 – General Submittal Requirements
2. The notice requirements listed under Additional Requirements for Public Hearing Applications will need to be completed at the appropriate time.
Response: Acknowledged

Section 10 - Site Plan

3. 3. 1. 34-685(a)(6) – The Village Code (34-477) requires sidewalks on both sides of local streets. The Site Plan shows sidewalks on only one side of the two entry streets, which will require a waiver. The response to comments states that "this has been updated", however there is still no sidewalk shown on the north side of the north entry street and the south side of the south entry street. A waiver is required and needs to be shown on the Waiver Chart. These streets are not "marginal access streets". See Palm Springs Village Code, Sec. 1-2, Street (1)g. Marginal access street
Response: A waiver has been added to the application to allow for one sidewalk at the north and south entries as requested by the staff.

4. 3.c. Please provide a color, materials, and texture schedule.
Response: Please refer to Sheet A-1.1 for tagged elevations showing color and finish materials. Sheet A-3.1 already shows the finish materials and texture schedule and tags.

5. 3.d Building colors need to be provided to include the paint company name, as well as the color name and number. The wall colors illustrated on the Cover Sheet of the plans do not match the paint chips submitted, so a new color rendering is needed. The paint company name and color names are still not stated anywhere in the plans. The paint chips submitted are not labeled to indicate where each color is to be applied. Also, the same information is needed for the trim colors being proposed. The General Notes on Sheet A-1.0 include paint specifications, but no list of colors or manufacturers is found anywhere in the plans submitted.
Response: Please refer to Sheet A-1.1 for tagged elevations showing colors to be applied throughout with a schedule specifying color name and number - Paint to be Used: Sherwin Williams. Please refer to color chips provided to match colors on the renderings.

6. 6. 3.e. Please add a detail for the pedestrian crossing sign to page 2 of the Site Plan.
Response: This has been added to the site plan.

7. Waiver Chart. There is no waiver needed for streets. The minimum pavement width of 20 feet is met, and the right-of-way minimum is not applicable for a private street. A sidewalk waiver request will need to be added as stated in comment 3 above.
Response: This has been confirmed with staff and the waiver has been removed.

Other- Gulfstream Road Overlay Development Standards (Sec. 34-1324)

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8. All minimum standards appear to have been met.
Response: Acknowledged

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900

chen moore and associates

Village of Palm Springs Development Review

DATE:	1/25/2024
DESCRIPTION:	Palm Springs Townhouses – 3935 Gulfstream Road – Site Plan Application
APPLICANT:	Cotleur & Hearing
OWNER:	1185 N Benoist Farms Rd Unit 106 LLC
APPLICATION TYPE:	Site Plan (Minor/Major)
REQUEST:	Site Plan & Landscape Plan Review
LOCATION:	3935 Gulfstream Rd. (West), Palm Springs, FL 33461
STAFF REVIEW:	**COMMENT LETTER #5**

The Engineering Department has the following comments:

Site Plan

1. [Previously Comment 7.] Provide the location of transformers. Franchised utilities shall be installed underground and screened from view.
   Applicant Response: None.
   Village Response: Comment not addressed.
   Applicant Response: By Others. Refer to MEP Plans.
   Village Response: All utilities and appurtenances should be reflected on the site plan and screened accordingly. Add to plan(s).
   Applicant Response: This will be added at the next resubmittal.
   Village Response: Comment not addressed.
   Applicant Response: The transformers have been screened according to site and landscape plans.
   Village Response: Comment Resolved.

2. **[New comment.] Based on response on Section 10 – Site Plan # 3.3. Include the request for one side sidewalk on the Waiver Chart. This comment will be issued as a condition of the site approval.**

Drainage Plan

3. [Previously Comment 22.] Confirm right-of-way width, as marginal access streets require 40' right-of-way widths.
   Applicant Response: None.
   Village Response: Comment not addressed.
   Applicant Response: Acknowledged.
   Village Response: The right-of-way width for the two access streets for the property is only 20'. Please revise so that the marginal access streets are 40' in width.

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West Palm Beach, FL 33401
Office: +1 (561) 746-6900

Applicant Response: We are requesting a waiver of this request as discussed in our meeting.
Village Response: Comment resolve, waiver will be required as part of final approval prior to construction.
Applicant Response: Per meeting with staff on 12/15 there is no waiver needed. The minimum pavement is met, marginal access is not applicable to a private road.
Village Response: Comment Resolved.

Landscape Plan:

4. [Previous Comment 25.] Provide a tree disposition plan and mitigation strategy for tree removals.
Applicant Response: This has been provided with the landscape plan.
Village Response: A tree disposition plan has still not been provided. If it is the intent that no existing vegetation is to be preserved in place, simply respond in kind.
Applicant Response: A letter has been provided with this submittal in regard to mitigation.
Village Response: Comment Resolved.

5. [Previous Comment 29.] Define the groundcover treatment at the rear of the A/C units. Reviewer assumes this material is sod, however it is unclear what the design intent is.
Applicant Response: This has been updated, it will be Sod.
Village Response: Mulch is being called out. Is sod or mulch being provided?
Applicant Response: This has been updated, it will be mulch.
Village Response: Comment Resolved.

6. [Previous Comment 30.] There proposed water meter cluster locations were not considered on the landscape plan and have been planted over. Review and rectify conflicts.
Applicant Response: This has been updated.
Village Response: This has not been addressed. There is still vegetation and trees proposed over water meters. (See the northwest corner of Building 1.)
Applicant Response: No response.
Village Response: Comment Resolved.

7. [Previous Comment 32.] The proposed palm north of the driveway ingress is located on top of a drainage basin. Coordinate the civil design with the landscape design.
Applicant Response: This has been updated.
Village Response: This has not been addressed.
Applicant Response: The palm has been relocated out of the catch basin.
Village Response: Comment Resolved.

8. [Previous Comment 33.] There is a bench call out pointing to the single parking space, south of the driveway egress.
Applicant Response: This has been updated.
Village Response: This has not been updated.

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900

Applicant Response: This has been updated.
Village Response: Comment Resolved.

9. **[New comment.]** There are new fire hydrants shown on the site plan and landscape plan. One hydrant appears to conflict with a light pole and traffic signage. Another appears to conflict with landscaping as well as appears to be located too close to a driveway. A clear zone, recommended to be a minimum of 7.5' in diameter, shall be provided around a fire hydrant. **Recommended condition of approval: No fire hydrant shall be installed with conflicts to fixed site fixtures, landscape, nor driveways where access to the fixtures may conflict with parked vehicles. A minimum clear zone that allows unhindered access of the fire hydrant shall be observed throughout the site. This comment will be issued as a condition of the site approval.**

This letter has been prepared by the following individual, in association with their consultants and subconsultants:

01/26/2024

David Cowan Jr., P.E.
Chen Moore and Associates
Tel: 561.746.6900 x 1220
Email: dcowan@chenmoore.com

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900

chen moore and associates

Village of Palm Springs Development Review

DATE:	1/25/2024
DESCRIPTION:	Palm Springs Townhouses – 3935 Gulfstream Road – Site Plan Application
APPLICANT:	Cotleur & Hearing
OWNER:	1185 N Benoist Farms Rd Unit 106 LLC
APPLICATION TYPE:	Site Plan (Minor/Major)
REQUEST:	Site Plan & Landscape Plan Review
LOCATION:	3935 Gulfstream Rd. (West), Palm Springs, FL 33461
STAFF REVIEW:	**Letter to Recommend Approval**

The Engineering Department has reviewed the project and has the following comments:

Site Plan

1. The site plan is acceptable and is recommended for approval with the following conditions.
    a. The project should include a request for one side of the sidewalk on the Waiver Chart.
    b. A fire hydrant that is proposed to be installed with conflicts to fixed site fixtures, landscape, may conflict with parked vehicles. A minimum clear zone that allows unhindered access of the fire hydrant shall be observed throughout the site. The location will need to be revised and accepted as part of the permitting process.

This letter has been prepared by the following individual, in association with their consultants and subconsultants:

01/26/2024

David Cowan Jr., P.E.
Chen Moore and Associates
Tel: 561.746.6900 x 1220
Email: dcowan@chenmoore.com

Site Plan 3935 Gulfstream Road - Palm Springs Townhouses

HL

Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>
To:

- Christian Melendez Berrios

Mon 11/7/2022 1:28 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Greetings Christian. FDOT has no comments on the subject site plan review.

Thank you.

Larry Hymowitz
Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us

Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

LETTER OF TRANSMITTAL

To: David Harden
PD - Tom Ceccarelli / Frank Castro
Fire Department – Jolin Wesley
Utilities - Ed Horton

Date: 5/15/2023

3rd Submittal

RE: West 3935 Gulfstream Rd – Site Plan – Townhouses

Attached are:

- ☒ Prints
- ☐ Reproducible
- ☐ Correspondence
- ☐ Report
- ☐ Specifications
- ☐ Applications
- ☐ Other

COPIES	DATE	DESCRIPTION
1	5/15/23	Site Plan Package

Transmitted:

- ☐ For Approval
- ☐ As Requested
- ☒ For Review and Comment
- ☐ For Revisions
- ☐ For Your Use
- ☐ Other

REMARKS:

Upon review, please forward any comments regarding the attached materials to Chris Meléndez or Iramis Cabrera. If you have any questions regarding the attached materials, do not hesitate to contact us at (561) 584-8200 or cmelendezberrios@vpsfl.org / icabrera@vpsfl.org.

Thank you for your assistance.

COMMENTS/SUGGESTIONS:

OK

Signed: _____ Date: 5/31/23

Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

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Thank you for your assistance.

COMMENTS/SUGGESTIONS: Utilities look good.

Signed: Ed Horton Date: 5-23-23

Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

LETTER OF TRANSMITTAL

To: David Harden
PD - Tom Ceccarelli / Frank Castro
Fire Department – Jolin Wesley
Utilities - Ed Horton

Date: 11/01/2022

RE: 3935 Gulfstream Rd – Site Plan – Townhouses

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COPIES	DATE	DESCRIPTION
1	11/01/2022	Site Plan Package

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Thank you for your assistance.

COMMENTS/SUGGESTIONS:

No fire rescue comments.
WRJ 11/3/22

Signed: _____ Date: _____

PALM SPRINGS TOWN HOMES

Village of Palm Springs, Florida

Cotleur & Hearing

SITE PLAN 2/2

North

VILLAGE OF PALM SPRINGS TOWN HOMES # 2

3935 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLAUDIA DE NARVAEZ, NCARB
Registered Architect
(561) 716-0317
11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 2

3935 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

CONTRACTOR

STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
COVER SHEET

SCALE
AS NOTED

SHEET No.
CV

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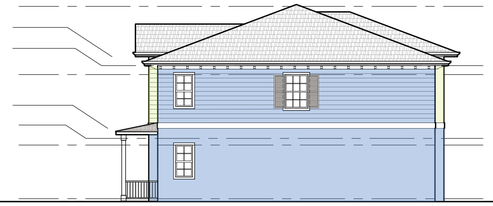
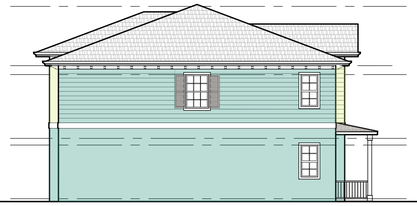
6 UNIT BUILDING

OVERALL NORTH ELEVATION



3 UNIT BUILDING

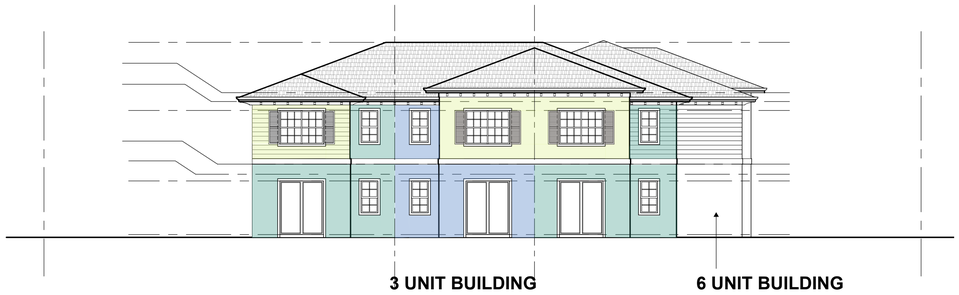


3 UNIT BUILDING

OVERALL SOUTH ELEVATION

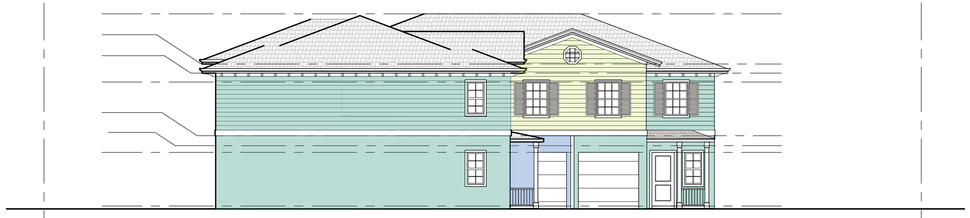
6 UNIT BUILDING

FINISH SCHEDULE			
PAINT			
1	Sherwin Williams	SW-6434	Spinach White
2	Sherwin Williams	SW-9046	Gentle Aquamarine
3	Sherwin Williams	SW-6808	Celestial
4	Sherwin Williams	SW-7006	Extra White
FINISH / TEXTURE			
A	Textured Stucco		
D	Clapboard Siding in Stucco		
F	Stucco band		



3 UNIT BUILDING 6 UNIT BUILDING

OVERALL WEST ELEVATION



6 UNIT BUILDING 3 UNIT BUILDING

OVERALL EAST ELEVATION

CLAUDIA DE NARVAEZ, NCARB
Registered Architect
(561) 716-0317
11231 US Highway 1 # 306, North Palm Beach, FL 33408

JOB NAME

VILLAGE OF PALM SPRINGS TOWN HOMES LOT 2

3935 GULFSTREAM ROAD
PALM SPRINGS - FLORIDA

CLIENT

FBI CONSTRUCTION SERVICES, INC.

(561) 203-2825
275 TONEY PENNA DRIVE
SUITE 5
LANTANA, FL 33462

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STATE OF FLORIDA
MARIA C. DE NARVAEZ
AR 98739
REGISTERED ARCHITECT

ISSUE DATE - REVISION

No.	DATE	DESCRIPTION
#1	07-19-2023	REV. PER BUILDING DEPT.
#2	01-10-2024	REV. PER BUILDING DEPT.

DATE
05-03-2023

LAST REVISION

DESCRIPTION
SITE ELEVATIONS

SCALE
3/32"=1'-0"

SHEET No.
A-1.3

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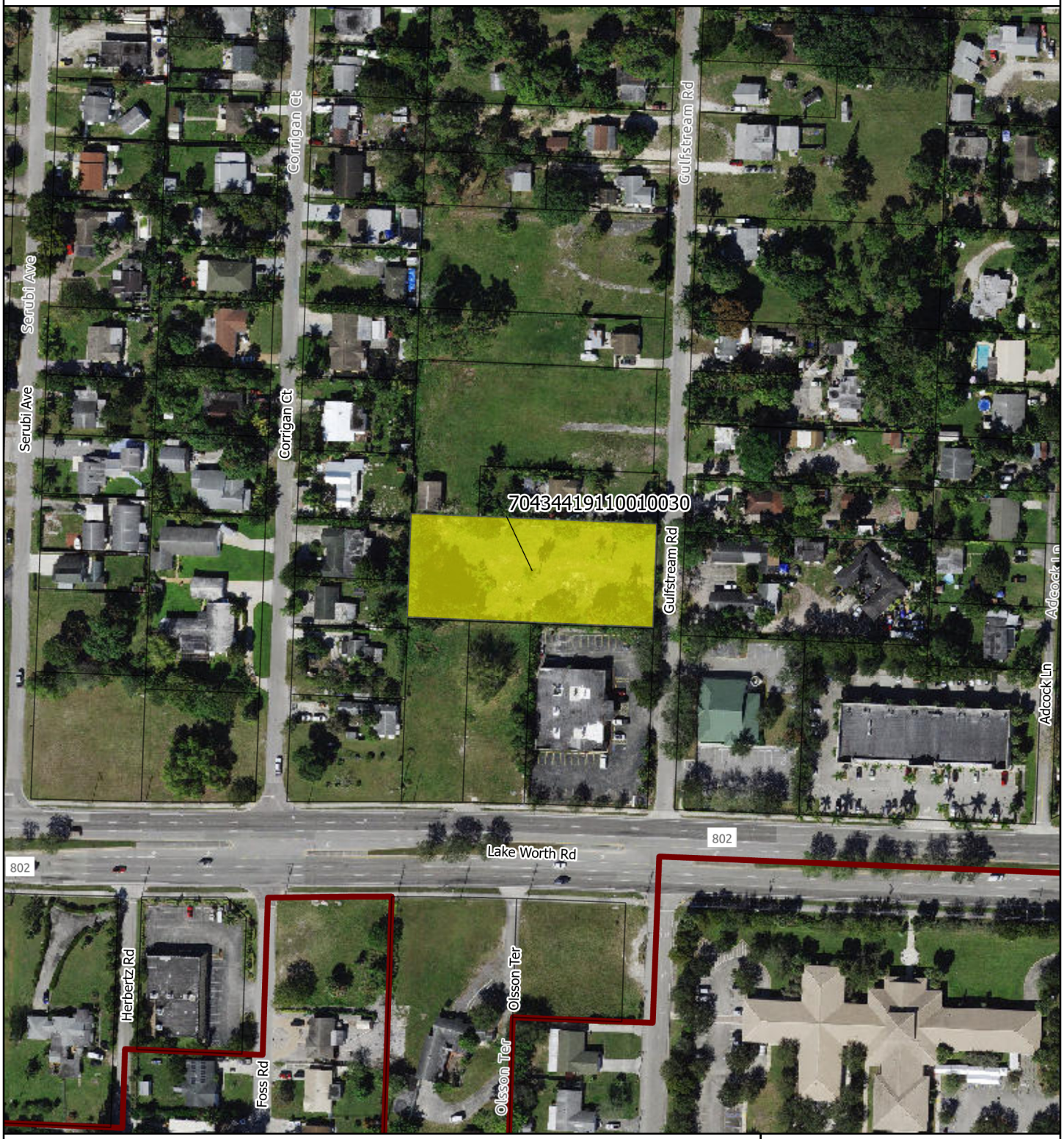
VILLAGE OF PALM SPRINGS

3935 Gulfstream



Legend

- Village Boundary
- Parcels
- Proposel Parcel

Date: 1/24/2024

When Printed on 8 1/2" x 11"

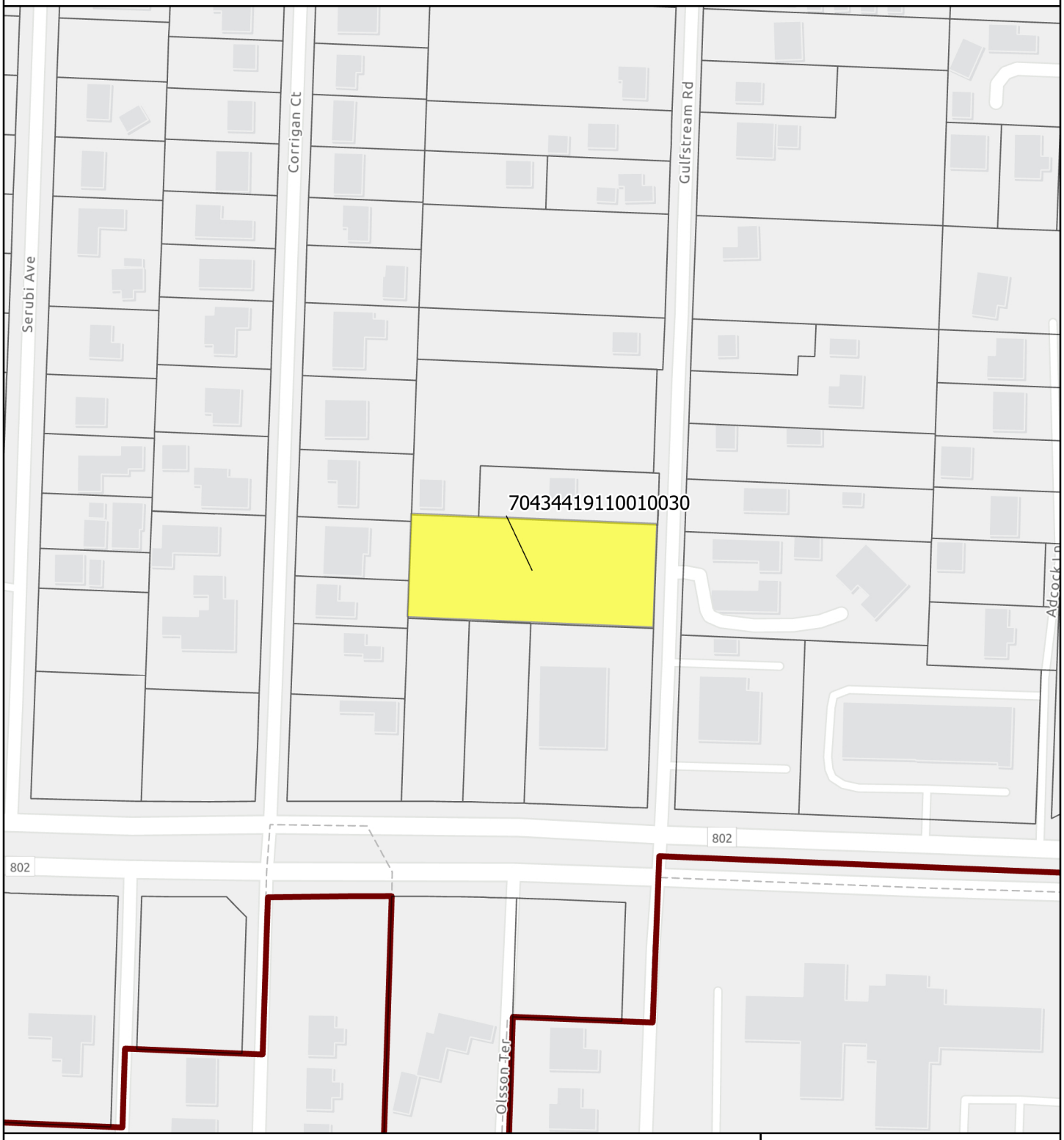
1 inch equals 200 feet

0 250 Feet

Florida Technical Consultants

VILLAGE OF PALM SPRINGS

3935 Gulfstream



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