



AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
APRIL 18, 2024
6:00 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
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REGULAR AGENDA

1. **Council Consensus:** Motion to approve Preliminary Construction Costs for Police Department Expansion/Renovation.

Staff: Michael Bornstein, Village Manager

Motion	Second	Vote
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2. **Resolution No. 2024-15 - Authorization for Direct Purchases as Best Interest Acquisitions (Police Department Expansion/ Renovation) and Authorization to Purchase Long-Lead Items:** Motion to authorize the Direct Purchase Process to secure tax savings for the Police Department Building Expansion Project as best interest acquisitions for the Village and authorizing the early Direct Purchase of the long lead items for the project.

Staff: Michael Bornstein, Village Manager

Motion	Second	Vote
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VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT 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



Village of Palm Springs

Executive Brief

AGENDA DATE: April 18, 2024

DEPARTMENT: Administration

ITEM #1: **Council Consensus:** Approve Preliminary Construction Costs for Police Department Expansion/ Renovation

SUMMARY: The Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc. was approved by the Village Council at its December 8, 2022, meeting for construction services associated with the expansion and renovation of the Police Department / Public Safety building. At that time, the preliminary cost estimates for the construction effort were \$10-12 million.

Kaufman Lynn worked with the project architect, Song & Associates, to "value engineer" the construction's specifications as the plans were finalized into construction drawings. The cost estimate of the construction based on these specifications was \$17,815,268. Staff directed the architects and construction manager to revise plans and specifications to reduce the project costs.

Revised plans and specifications, as well as cost savings associated with concurrently renovating the existing building during construction with the addition, have brought the preliminary cost estimates down to \$14,142,971. The revised plans need to be finalized into construction drawings by the architects. The construction manager can then prepare a Guaranteed Maximum Price, which will be presented as an amendment to the Contract in August.

The staff is requesting the Village Council's consensus to proceed with finalizing the construction drawings and accept the preliminary construction costs.

The total Police Department Expansion/Renovation effort will include costs other than those guaranteed by the construction manager:

Kaufman Lynn's preliminary construction estimate	\$14,142,971
Song & Associates costs to finalize construction drawings	\$ 70,000
Village Responsibility: special inspector	\$ 200,000
Village Responsibility: network structural cabling	\$ 210,782
Village Responsibility: security access control	\$ 143,000
Village Responsibility: building systems control	\$ 50,000
PRELIMINARY TOTAL:	\$14,816,753

The FY24 Budget includes \$8,100,000 in the Capital Improvement Plan for the PD Expansion/Renovation. At the meeting, Finance will provide details on sales tax dollars and the fund balance that is available to be earmarked for the construction effort, should the Council approve the Guaranteed Maximum Price.

FISCAL IMPACT:

The FY24 Budget includes \$8,100,000 in the Capital Improvement Plan for the PD Expansion/Renovation. Sales tax dollars and fund balance is available to be earmarked for the construction effort, should the Council approve the GMP.

ATTACHMENTS:

1. Revised Plans (Concept) and Preliminary Value Engineered Cost Estimates - PD Expansion/Renovation

Project Data	
Project Name	81324 - Village of Palm Springs New + Plus VE Renovation
Location	Cypress Lane, 33461
Plan Set Date	
Gross Project Area (Square Feet)	14000
Gross AC Area (Square Feet)	0
Net Leaseable Area (Square Feet)	0
Building Efficiency (Percentage)	0%
Number of Units	0
Average Unit Size (Square Feet)	0
Parking Garage Area (Square Feet)	0
Parking Garage Spaces	0
Parking Garage Efficiency (SF/Space)	0
Building Height (Stories)	0
Gross Site Area (Acres)	0
Schedule Duration (Months)	15



KL
KAUFMAN LYNN
CONSTRUCTION
100% EMPLOYEE OWNED

Estimate Deliverable
Owner
Architect
Document Level



Division Summary of Estimate									
Div	Description			Total Cost		\$ / GSF		% / Total	
1.1	GENERAL REQUIREMENTS			\$ 209,155		14.94		1.43%	
2	SITEWORK			\$ 1,363,932		97.42		9.36%	
3	CONCRETE			\$ 1,410,813		100.77		9.68%	
4	MASONRY			\$ -		-		0.00%	
5	METALS			\$ 571,250		40.80		3.92%	
6	WOODS, PLASTICS AND COMPOSITES			\$ 134,409		9.60		0.92%	
7	THERMAL AND MOISTURE PROTECTION			\$ 888,938		63.50		6.10%	
8	DOORS AND WINDOWS			\$ 1,461,500		104.39		10.03%	
9	FINISHES			\$ 1,390,752		99.34		9.54%	
10	SPECIALTIES			\$ 401,569		28.68		2.76%	
11	EQUIPMENT			\$ 10,350		0.74		0.07%	
12	FURNISHINGS			\$ 16,738		1.20		0.11%	
13	SPECIAL CONSTRUCTION			\$ -		-		0.00%	
14	CONVEYING SYSTEMS			\$ 123,815		8.84		0.85%	
15	MECHANICAL			\$ 995,370		71.10		6.83%	
16	ELECTRICAL			\$ 1,749,934		125.00		12.01%	
	SUBTOTAL			\$ 10,728,525		766.32		73.61%	
1	GENERAL CONDITIONS			\$ 2,052,466		146.60		14.08%	
50	INSURANCE, TAXES & BONDS		Distribute?						
	Kaufman Lynn Insurance	1.38%	Yes	\$ 201,146		14.37		1.38%	
	Builder's Risk Insurance - By Owner	0.00%	No	\$ -		-		0.00%	
	Builders Risk Insurance Deductible - By Owner	0%	No	\$ -		-		0.00%	
	Contractor's Payment and Performance Bond	1.15%	Yes	\$ 167,622		11.97		1.15%	
	Subcontractor P&P Bond : Included in Trades	0.00%	Yes	\$ -		-		0.00%	
	Contractor Construction Contingency	3.00%	Yes	\$ 321,856		22.99		2.21%	
	Owner's Contingency	3.00%	Yes	\$ 321,856		22.99		2.21%	
	Direct Purchase Program	-1.00%	Yes	\$ (107,285)					
	SUBTOTAL			\$ 905,194		72.32		6.95%	
	Contractor Overhead and Profit (Div 1 thru 50)	6.50%	Yes	\$ 889,602		63.54		6.10%	
TOTAL				\$ 14,575,787					
Perform Renovation Work Concurrently with New Addition				\$ (250,000)					
Additional VEs Previously "Unaccepted"									
	#9 Provide Carpet instead of LVT			\$ (26,321)					
	#11 : Substitute Precast Feature with EIFS Shapes			\$ (109,320)					
	#15 : Remove Wood Veneer Wall Paneling			\$ (23,149)					
	#26 Finish & Door Hardware VEs			\$ (24,026)					
GRAND TOTAL				\$ 14,142,971		\$ -			

PROPOSED REMODELING

LEGEND

-  New Addition as Designed
-  New Wall
-  Wall Demolition
-  Wall/Door Modification
-  Existing Area to Remain As-is



 **SQFT - Rev Renovation Area - 3,600 SF**

Proposed Program/Space Modification:

1. Planned points of connection from existing to addition remain unchanged.
2. New wall through existing lobby creates space for Emergency Communications Supervisor. (window to Dispatch space remains). Space created south of Supervisors office provides break area for E.C.
3. Remove wall between rooms 17, 18 and hallway to create Crime Lab. Add cabinetry and plumbing as required.
4. Expand the existing Evidence Packaging by removing wall of small closet. Add additional pass-thru evidence lockers.
5. In existing Briefing Room, create space for Evidence Processing. (Utilize existing cabinetry and sink on north wall.) Create connection between remaining space and existing Evidence Storage for expansion of this function.
6. Remove wall between Rooms 67 and 68 to create new Fitness Room.
7. Modify partitions of existing conference room to open to kitchen and create a Break Room.
8. Remove four small offices 28, 29, 30, and 31 to create connection to addition and larger space for Briefing Room

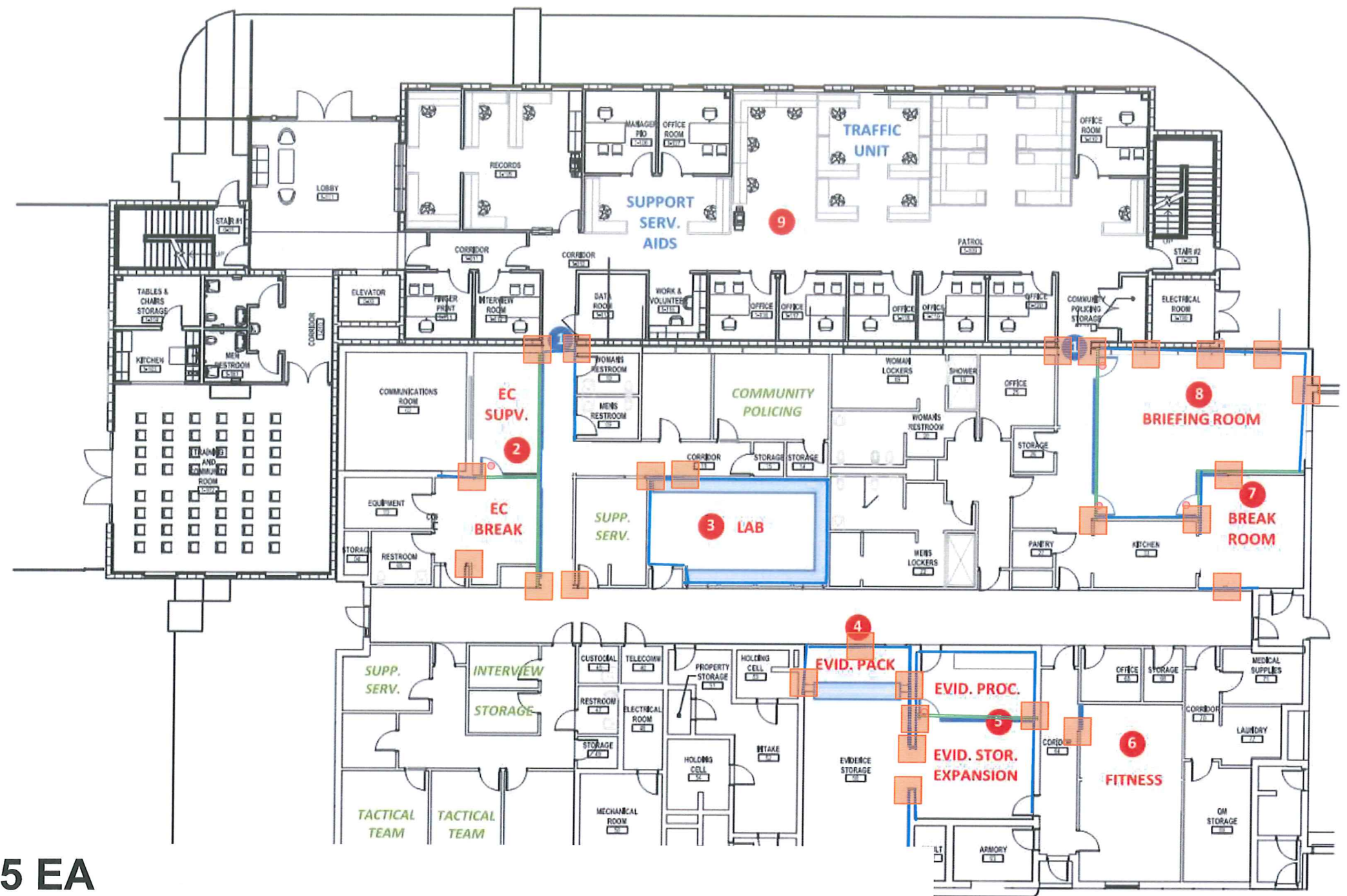
9 ● HM Door Frame _ install - 5 EA

■ 3-5/8" Non-Rated (2) GWB - P1 (14'-0") - 111 LF ; 1,556 SF

N ■ 1-5/8" Furred Chase Wall - W1 at 14'-0" + 1" Thermax - 312 LF ; 4,367 SF

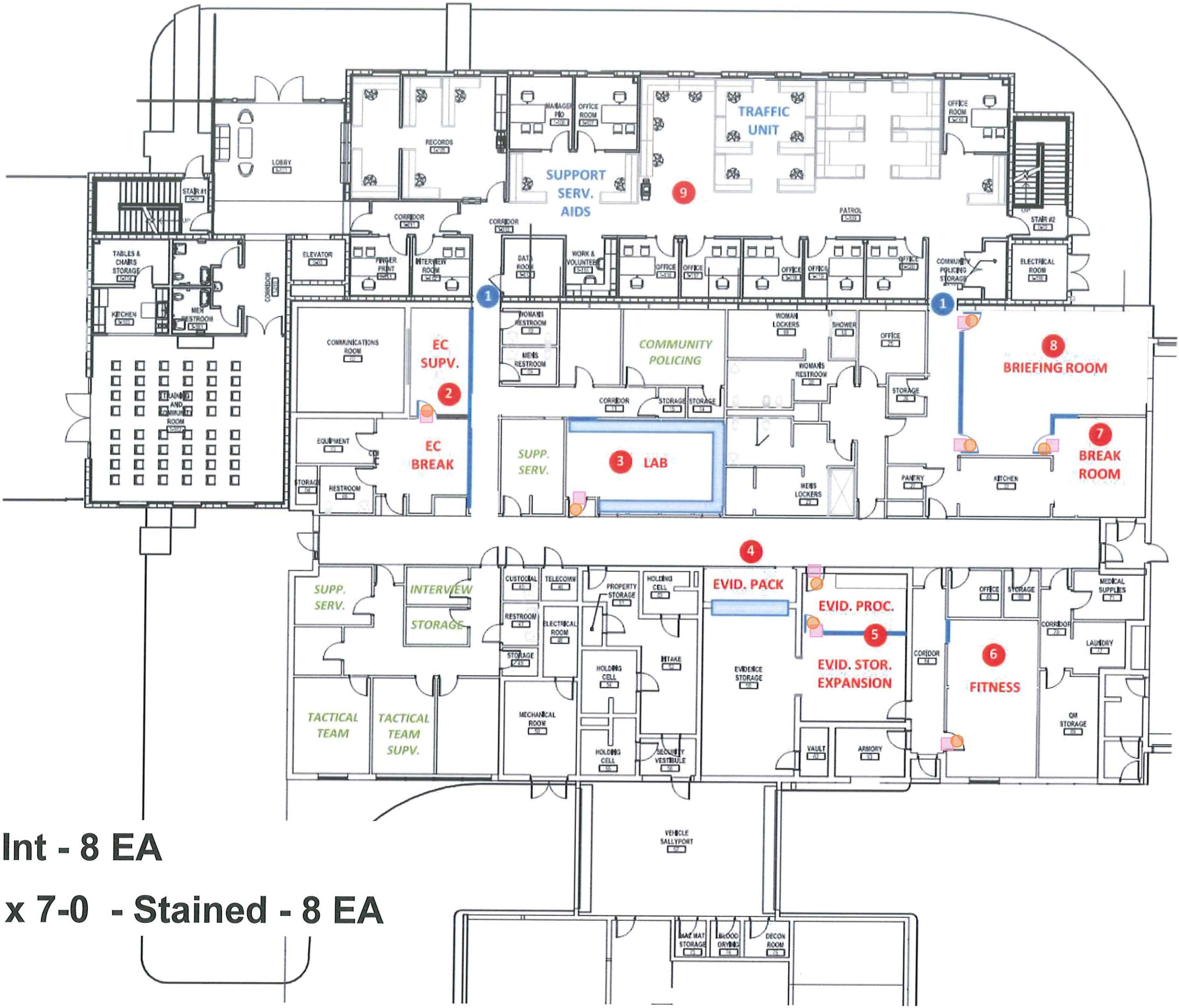
■ P&R Existing - 26 EA

- Remodeling work should still include new flooring, paint, ceiling tiles, and light fixtures throughout.



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- Remove wall between Rooms 67 and 68 to create new Fitness Room.
- Modify partitions of existing conference room to open to kitchen and create a Break Room.
- Remove four small offices 28, 29, 30, and 31 to create connection to addition and larger space for Briefing Room.
- Traffic Unit and Support Service Aids to be located in addition area previously planned for Community



Pc

ad

Hm Dr Frame 3-0 x 7-0 - Int - 8 EA

Notes

SC White Birch Door 3-0 x 7-0 - Stained - 8 EA

in existing space to remain.

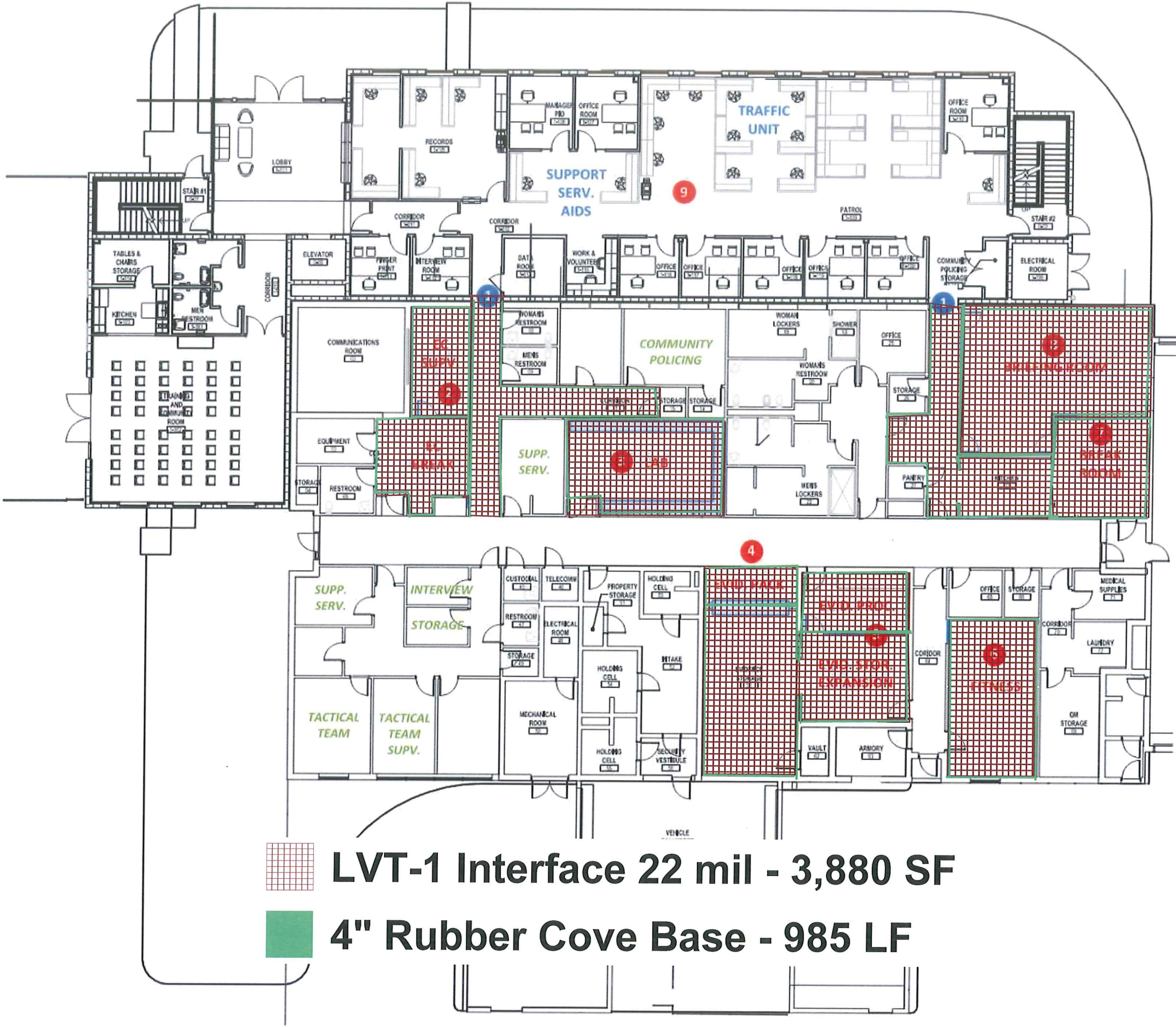
Remodeling work should still include new flooring,

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8. Remove four small offices 28, 29, 30, and 31 to create connection to addition and larger space for Briefing Room.
9. Traffic Unit and Support Service Aids to be located in addition area previously planned for Community Policing. Furniture layout in this area can be adjusted.

Notes:

- Room names in green indicate new room assignment in existing space to remain.
- Remodeling work should still include new flooring, paint, ceiling tiles, and light fixtures throughout.





Song + Associates

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West Palm Beach, Florida 33401
Telephone: 561-455-1233
Fax: 561-455-1482
AA-0003165 IB-0001095

Seal:

JASON L. BARK, P.E.
P.L. 00000000000000000000
FL REG. NO. 125718

Consultants:



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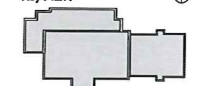
VILLAGE OF PALM SPRINGS



VILLAGE OF PALM SPRINGS POLICE BUILDING EXPANSION

230 CYPRESS LN,
PALM SPRINGS, FL
33461

Key Plan:



REVISION	DATE

Date: 07-27-2023
S+A Project No: 18034
Owner Project No:
Drawn By: NW/EH
Checked By: JLS

Phase:
100% CONSTRUCTION DOCUMENTS

Sheet Title:

FIRST FLOOR PLAN - PLUMBING

Sheet #:

P-101

GENERAL NOTES:

- CONTRACTOR SHALL REFER TO ARCH. PLANS FOR ANY DEMOLITION AND NEW WORK PHASING REQUIREMENTS.
- CONTRACTOR SHALL REMOVE ABANDONED PLUMBING PIPING DISCOVERED BELOW SLAB, WITHIN WALLS OR ABOVE CEILING.
- THE CONTRACTOR SHALL VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED. IT IS TO BE UNDERSTOOD THAT UNFORESEEN CONDITIONS PROBABLY EXIST AND NEW WORK MAY NOT BE FIELD LOCATED EXACTLY AS SHOWN ON THE DRAWINGS. COOPERATION WITH OTHER TRADES IN EQUIPMENT ROUTING AS DETERMINED DURING CONSTRUCTION AND AS DIRECTED BY THE ARCHITECT/ENGINEER MAY BE NECESSARY AND IT IS INTENDED THAT SUCH DEVIATIONS SHALL BE CONSIDERED AS PART OF THIS CONTRACT. IT IS ALSO UNDERSTOOD THAT THE PLANS ARE NOT COMPLETELY TO SCALE. THIS CONTRACTOR IS TO FIELD VERIFY DIMENSIONS OF ALL SITE UTILITIES, ETC., PRIOR TO BID AND INCLUDE ANY DEVIATIONS IN THE CONTRACT.
- ALL DEVICES AND EQUIPMENT NOT SHOWN AND IN AREAS OUTSIDE OF SCOPE OF WORK SHALL REMAIN ACTIVE UNLESS OTHERWISE NOTED. INSTALL AS REQUIRED TO MAINTAIN CONTINUITY TO EXISTING DEVICES AND EQUIPMENT THAT REMAIN.
- ALL EXISTING PLUMBING APPURTENANCES ARE NOT SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BID. WORK SHALL BE PERFORMED DURING "NON-STANDARD" WORKING HOURS, (NON-DISRUPTIVE TO OWNER/TENANT) IN STRICT COMPLIANCE WITH THE ESTABLISHED WORK SCHEDULE BEING SET FORTH BY OWNER/TENANT. COORDINATE ALL WORK WITH GENERAL CONTRACTOR. THIS CONTRACTOR SHALL FURNISH ADEQUATE FORCES, CONSTRUCTION PLANT, AND EQUIPMENT, AND SHALL WORK SUCH HOURS, INCLUDING NIGHT SHIFTS, OVERTIME OPERATIONS, SUNDAY, AND HOLIDAYS IN ACCORDANCE WITH THE OWNERS OPERATIONAL SCHEDULE. IF THE CONTRACTOR FALLS BEHIND PROGRESS REQUIRED IN THE OPERATIONAL SCHEDULE, THE CONTRACTOR SHALL TAKE SUCH STEPS AS MAY BE NECESSARY TO IMPROVE HIS PROGRESS, AND THE OWNER MAY REQUIRE HIM TO INCREASE THE NUMBER OF SHIFTS AND/OR OVERTIME OPERATIONS, DAY OF WORK AND/OR THE AMOUNT OF CONSTRUCTION PLANT, AT NO ADDITIONAL COST TO THE OWNER UNDER THIS CONTRACT.
- ALL CONCRETE, WALL PATCHING, CEILING REPAIR, AND OTHER GENERAL WORK REQUIRED FOR DEMOLITION OF AND INSTALLATION OF PLUMBING SYSTEMS SHALL BE PROVIDED AND INSTALLED BY CONTRACTOR. PATCH REPAIR WITH SIMILAR MATERIALS AND FINISHES TO MATCH EXISTING.
- LOCATIONS OF EXISTING PLUMBING PIPING AND PLUMBING FIXTURES WERE DETERMINED BY LIMITED SITE OBSERVATIONS AND EXISTING DRAWINGS. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO FIELD VERIFY EXISTING PRIOR TO DEMOLITION/RENOVATION.
- CONTRACTOR SHALL VERIFY LOCATION, SLOPE, INVERT AND CONDITION OF EXISTING UNDERGROUND SANITARY & STORM PIPING PRIOR TO COMMENCING ANY NEW WORK. SCOPE EXISTING PIPING WITH CAMERA TO DETERMINE CONDITION OF PIPE. REPORT EXISTING CONDITIONS IMPACTING DEMOLITION AND NEW WORK DESIGN SHOWN WITH ARCH/ENG'R.
- CONTRACTOR SHALL COORDINATE WORK WITH EXISTING CONDITIONS (STRUCTURE, DUCTWORK, PIPING, CONDUIT, ETC.). PROVIDE OFFSETS AS REQUIRED TO INSTALL NEW WORK.
- PROVIDE WALL AND CEILING ACCESS PANELS FOR VALVES AND ACCESSORIES REQUIRING ACCESS LOCATED WITHIN WALLS OR ABOVE INACCESSIBLE CEILINGS. LOCATE ACCESS PANELS AND SIZE TO PROVIDE ADEQUATE ACCESS. REFER TO SPECIFICATIONS.
- PROVIDE CLEANOUT AT THE BASE OF ALL DRAIN STACKS.

KEYNOTES [X]:

- 6" AUX DN TO DOWNSPOUT NOZZLE.
- 6" AUX DOWN FROM ABOVE.
- 4" ST UP AND DOWN.
- 6" ST UP AND DOWN.
- 3" CW UP FROM BELOW SLAB.
- 2-1/2" CW UP, 1-1/4" HW & 3/4" HW DN FROM ABOVE.
- OFFSET 2" PUMPED DRAIN UP FROM ELEVATOR SUMP PUMP AND ROUTE UP TO 2ND FLOOR.
- EXTEND EXISTING 4" ST. CONTRACTOR SHALL FIELD VERIFY.
- 6" ST DOWN.
- CONNECT TO EXISTING 3/4" CW & 3/4" HW. CONTRACTOR SHALL FIELD VERIFY.
- CONNECT TO EXISTING VENT. CONTRACTOR SHALL FIELD VERIFY.
- CONNECT TO EXISTING 2" CW. CONTRACTOR SHALL FIELD VERIFY.
- CONNECT TO EXISTING 1" HW. CONTRACTOR SHALL FIELD VERIFY.
- CONNECT TO EXISTING 1-1/4" HW. CONTRACTOR SHALL FIELD VERIFY.
- CONNECT EWC TO EXISTING SANITARY AND CW PIPING IN WALL. CONTRACTOR SHALL FIELD VERIFY.
- EXISTING FIXTURE TO REMAIN.
- 2" SAN SERVING LAV/SINK ABOVE.
- 4" SAN SERVING WC ABOVE.
- 3" SAN SERVING FD ABOVE.
- 3" SAN SERVING SH DRAIN ABOVE.
- 4" SAN DN TO BELOW FLOOR SLAB. REFER TO P-100 FOR CONTINUATION.
- PROVIDE CEILING ACCESS PANEL (18"x18" MIN.).
- 3" SAN SERVING MS ABOVE.
- 1" CD UP & 2" CD DN. REFER TO MECH PLANS FOR BRANCH PIPING DETAIL FROM A/C UNIT.
- 4" AUX DN FROM RD ABOVE.
- 2" AUX DN FROM ABOVE.
- 4" ST DN FROM ABOVE.
- 4" ST DN.
- 3" CD DN FROM HUB DRAIN.
- 3" CD DN TO DOWNSPOUT NOZZLE.
- 4" AUX DN TO DOWNSPOUT NOZZLE.
- CONNECT 6" AUX TO DOWNSPOUT NOZZLE.

- SOG (Existing) Sanitary - 21 LF
- SOG Sanitary Lines - 176 LF
- SOG Condensate Drainage Lines - 14 LF
- Storm Drainage Pipe - 82 LF
- 1st Floor CW Lines - 361 LF
- 1st Floor HW Lines - 78 LF
- Existing Storm Drainage Lines - 78 LF

Relocate in
another area

Remove from
Base Bid

FIRST FLOOR PLAN - PLUMBING

1

SCALE: 1/8" = 1'-0"



宋

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Seal:

Consultants:

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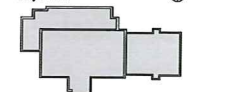
VILLAGE OF
PALM SPRINGS



VILLAGE OF PALM
SPRINGS POLICE
BUILDING EXPANSION

230 CYPRESS LN,
PALM SPRINGS, FL
33461

Key Plan:



REVISION	DATE

Date: 07-27-2023
S+A Project No: 19034
Owner Project No:
Drawn By: JP
Checked By: SW

Phase:
100% CONSTRUCTION
DOCUMENTS

Sheet Title:

FIRST FLOOR
PLAN - LIGHTING

Sheet #:

E-101

LIGHTING GENERAL NOTES:

- ALL LIGHT SWITCHES SHALL BE 120V INPUT RATED UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT TYPE AND HEIGHT OF CEILING IN EACH ROOM. COORDINATE WITH ARCHITECT/ENGINEER PRIOR TO ROUGH-IN OF ANY FIXTURES. COORDINATE ALL CONTROL JOINT LOCATIONS WITH LIGHT FIXTURES PRIOR TO ANY ROUGH-IN OF FIXTURES.
- EXIT SIGNS SHALL BE CONNECTED TO THE LOCAL LIGHTING CIRCUIT SERVING THE SPACE AND WIRED AHEAD OF ANY LOCAL SWITCHES.
- EXIT LIGHTS SHALL BE MOUNTED WITH BOTTOM OF FIXTURE AT 4" ABOVE DOOR HEADER IN ALL AREAS THAT PERMIT THIS PLACEMENT. ALL OTHERS MAY BE CEILING MOUNTED.
- MULTIPLE LIGHT SWITCHES, AT THE SAME LOCATION, SHALL BE GANGED TOGETHER UNDER ONE COVER PLATE. DIMMER SWITCHES SHALL BE INSTALLED IMMEDIATELY BELOW SWITCH LOCATIONS.
- COORDINATE LOCATION OF ALL LIGHT FIXTURES WITH ARCHITECTURAL INTERIOR AND EXTERIOR ELEVATIONS PRIOR TO ROUGH-IN.
- CONTRACTOR SHALL PROVIDE CEILING MOUNTED OCCUPANCY SENSORS WITH ADEQUATE COVERAGE AND POWER PACK FOR CONTROL OF LIGHTING FIXTURES. SENSORS TO BE DUAL TECHNOLOGY TYPE (PIR & ULTRASOUND).
- POWER PACK FOR OCCUPANCY SENSORS ARE NOT INDICATED ON PLANS. ELECTRICAL CONTRACTOR SHALL PROVIDE POWER PACKS PER OCCUPANCY SENSOR MANUFACTURER'S RECOMMENDATIONS.
- LIGHT FIXTURE CONTROL WITH OCCUPANCY SENSORS, PHOTOCELLS, ETC. SHOWN ON DRAWINGS ARE DIAGRAMMATIC. LIGHTING CONTROL SYSTEM PHOTOCELLS, OCCUPANCY SENSORS, WALL SWITCHES, POWER SUPPLIES (NOT SHOWN), ETC., SHALL BE COORDINATED WITH LIGHTING CONTROLS MANUFACTURER'S SHOP DRAWINGS. INDICATED QUANTITIES, TYPE, AND LOCATION OF DEVICES SHOWN ON LIGHTING CONTROLS MANUFACTURER'S SHOP DRAWINGS SHALL SUPERSEDE DEVICES INDICATED ON THIS DRAWING.
- WHERE CONDUIT ROUTING IS SHOWN, THE CONDUITS ARE SHOWN FOR DIAGRAMMATIC PURPOSES AND ARE NOT NECESSARILY REPRESENTATIVE OF EXACT PLACEMENT.
- PROVIDE CONDUIT AND WIRING AS REQUIRED TO MEET CIRCUITING SHOWN TO CONFORM TO NEC REQUIREMENTS. PROVIDE EQUIPMENT GROUND CONDUCTOR IN ALL RACEWAYS.

LIGHTING KEYNOTES:

- EXISTING LIGHTING BRANCH CIRCUIT WITHIN THIS SPACE TO BE REUSED. EXTEND CONDUIT AND CONDUCTORS AS NECESSARY. ELECTRICAL CONTRACTOR TO FIELD VERIFY EXISTING CIRCUIT HOMERUN REGARDLESS WHAT IS SHOWN.
- WEATHERPROOF LIGHT SWITCH FOR PIT AND TOP OF SHAFT LIGHTS. LABEL SWITCH "PIT LIGHT" / "TOP OF SHAFT".
- CONTINUE CIRCUIT TO TOP OF THE SHAFT LIGHTS ABOVE.
- EXISTING LIGHTING AND LIGHTING CONTROL AT THIS SPACE TO REMAIN. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXISTING RECEPTACLES TO MEET CURRENT APPLICABLE CODES AND NOTIFY ARCHITECT/ENGINEER FOR ANY DISCREPANCIES.
- LIGHTING CONTROL PANEL. COORDINATE INSTALLATION REQUIREMENTS WITH LIGHTING MANUFACTURER REP PRIOR TO ROUGH-IN. PROVIDE DATA CONNECTION AS NECESSARY.

Relocate in
another area

Remove from
Base Bid

FIRST FLOOR PLAN - LIGHTING

1

SCALE: 1/8" = 1'-0"





Village of Palm Springs

Executive Brief

AGENDA DATE: April 18, 2024

DEPARTMENT: Administration

ITEM #2: Resolution No. 2024-15: Authorization for Direct Purchases as Best Interest Acquisitions (Police Department Expansion/Renovation) and Authorization to Purchase Long-Lead Items

SUMMARY: The Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc. provides for a direct purchase program in which the Village will purchase certain construction materials required for the Police Department Expansion and Renovation to utilize our tax-exempt status and receive sales tax savings (savings currently estimated at \$107,285).

The Contract sets out a direct purchase process in which Kaufman Lynn will vet (through a competitive process) and recommend vendors to the Village. If accepted, the Village will issue a Purchase Order to the vendor to acquire the item or materials.

Staff is seeking Council authorization to waive the standard purchasing process for acquisitions necessary for the PD construction effort as best interest acquisitions.

A Guaranteed Maximum Price (GMP) amendment is anticipated to be brought to the Village Council for approval in August. To reduce the construction timeline (and overall project costs), Kaufman Lynn is recommending that we order long-lead items, which will take 9–12 months to manufacture, now in advance of the formal approval of the GMP. These long-lead items include the generator, automatic transfer switch, and electrical switch-gear, with an estimated cost of \$500,000.

Staff is seeking Council authorization to proceed with the direct purchase of long-lead items identified by the construction manager.

FISCAL IMPACT:

The Village will receive a sales tax savings by direct purchasing construction materials and items needed for the Police Department expansion and renovation. Based on the preliminary construction costs, the sales tax savings are estimated at \$107,285.

ATTACHMENTS:

1. Resolution No. 2024-15 Authorization for Direct Purchases and Long Lead Item Purchases
2. Direct Purchase Program - SC10, Contract for Construction Manager at Risk Services Excerpt

RESOLUTION NO. 2024-15

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE DIRECT PURCHASE PROCESS TO SECURE TAX SAVINGS FOR THE POLICE DEPARTMENT BUILDING EXPANSION PROJECT AS BEST INTEREST ACQUISITIONS FOR THE VILLAGE AND AUTHORIZING THE EARLY, DIRECT PURCHASE OF THE LONG LEAD ITEMS FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 8, 2022, the Village of Palm Springs (Village) entered the Contract for Construction Manager at Risk Services (Contract) with Kaufman Lynn Construction, Inc. (Kaufman Lynn) for the expansion of the Police Department Building project (Project); and

WHEREAS, the Contract's Special Conditions set forth a direct purchase program (see SC 10, Taxes, Section 10.1, "Village Furnished Materials") consistent with section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, in which the Village may directly purchase material, supplies, and equipment (Goods) to be incorporated into the Project, which will generate tax savings for the Project; and

WHEREAS, the Contract's direct purchase program authorizes Kaufman Lynn to select and recommend the vendors to provide such Goods by competitive bid process and by the "most advantageous to the Village" bid award process; and

WHEREAS, when Kaufman Lynn identifies a successful bidder under the direct purchase program, Kaufman Lynn will prepare a Purchasing Requisition

Request Form for the Village with all information related to the selected vendor and the Goods to be purchased for the Village to make the direct purchase including any special terms that have been negotiated by Kaufman Lynn; and

WHEREAS, if the Village agrees with Kaufman Lynn's recommended vendor, the Village will issue a purchase order based on the information from Kaufman Lynn to secure the direct purchase and tax savings from that vendor; and

WHEREAS, under the Village's purchasing code, pursuant to section 58-11, Best Interest Acquisitions, the Village may acquire goods without utilizing the Village's competitive selection purchase requirements where Village Council declares by a four-fifths vote that the competitive selection process is not in the best interests of the Village; and

WHEREAS, the direct purchase program agreed to in the Contract does not involve the purchase of services required to be purchased under section 287.055 or 255.20, Florida Statutes (as amended); and

WHEREAS, in November 2023, Kaufman Lynn presented a draft Guarantee Maximum Price amendment (GMP amendment) which estimated the Project to cost over \$18M; and

WHEREAS, on April 9, 2024, Kaufman Lynn presented a revised draft GMP amendment which reduced the estimated cost of the Project to \$14.14M based on certain value engineering and shortening of the overall construction timeframe; and

WHEREAS, Kaufman Lynn plans to present the finalized GMP amendment based to the Village no later than August 2024 for its review and consideration; and

WHEREAS, as part of the revised draft GMP amendment, certain long-lead items have been identified by Kaufman Lynn that the Village needs to purchase as soon as possible via the direct purchase program to maintain the estimated tax savings, the shortened construction timeframe, and the overall reduced estimated cost of the Project; and

WHEREAS, the long-lead items identified by Kaufman Lynn include the new building generator and certain electrical components necessary for the Project, which are estimated not to exceed \$500,000; and

WHEREAS, the Village recognizes the potential risk to purchase the long-lead items prior to a final approval by the Village Council of the GMP amendment with Kaufman Lynn and have requested that Kaufman Lynn (to the extent possible) negotiate a cancellation provision in all long-lead items to be purchased; and

WHEREAS, the Village recognizes that most of the long-lead items are of high-demand which reduces the risk of buying the same as there are potential buyers for such items if the Project does not move forward; and

WHEREAS, based on the foregoing, the Village Council has determined that pursuant to the Contract, Kaufman Lynn is authorized to select and recommend the vendors for all direct purchases that the Village will make for the

Project as best interest acquisitions for the Village; and

WHEREAS, based on the foregoing, the Village Council has determined that authorizing Village staff to proceed with purchasing the long lead items as recommended by Kaufman Lynn under the direct purchase program is necessary to ensure the Village receives the finalized GMP amendment at the current reduced amount; and,

WHEREAS, the Village Council finds that the foregoing determinations are made, and this Resolution is adopted in the best interest of the Village and serves a valid public purpose.

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

Section 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Village Council.

Section 2. Pursuant to the Contract with Kaufman Lynn, the Village of Palm Springs hereby authorizes Kaufman Lynn to select and recommend the vendor for all direct purchases that the Village will make for the Project as best interest acquisitions for the Village. No further competitive selection process is necessary for such vendors.

Section 3. The Village of Palm Springs hereby authorizes Village staff to proceed with the direct purchase process for the Project's long lead items as recommended by Kaufman Lynn to ensure the Village's ability to secure the revised GMP amendment's estimated cost of \$14.14M. To the extent reasonably

possible, a cancellation provision should be included in the Village issued purchase order(s) for the long-lead items.

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:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, _____	☐	☐	☐
PATTI WALLER, _____	☐	☐	☐
KIM SCHMITZ, _____	☐	☐	☐
GARY READY, _____	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted
this **18th** day of **April 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

On projects where construction activities disturb one acre of land or more, the Construction Manager will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction.

SC 9 CRIMINAL HISTORY RECORDS CHECK

9.1 The Construction Manager, the Construction Manager's employees, trade contractors of Construction Manager, employees of trade contractors, subcontractors and suppliers shall comply with FBI CJIS Security Policy, Section 5.12.1, Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJ, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Construction Manager is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Construction Manager acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDL/FBI fees that shall be paid by the VILLAGE.

9.2 Prior to commencement of work within a Critical Facility or CJI Facility, the Construction Manager shall make arrangements through the Village's Fingerprint Section for its employees and those of its subcontractors to have fingerprint based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted a visitor ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Construction Manager will be charged a nominal fee for lost cards.

9.3 Each individual undergoing a criminal justice background check is required to comply with security awareness training.

9.4 Individuals passing the background check will be issued a badge. Construction Manager shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the contract work and return them to the Village. If the Construction Manager or its subcontractor terminates an employee who has been issued a badge, the Construction Manager must notify the Village within 2 hours. At the time of termination, the Construction Manager shall retrieve the badge and return it to the Village in a timely manner. The Village reserves the right to suspend any contractor that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the Village regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

9.5 Prior to working within the police facility, the Construction Manager and its employees must complete a 15-minute CJIS Level 1 Security Training with the agency's FCIC Agency Coordinator.



SC 10 TAXES

Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager herein indemnifies and holds the Village harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

10.1 Village Furnished Materials

10.1.1 The Construction Manager shall include Florida State Sales Tax (Sales Tax) and other applicable taxes in its bid for material, supplies, and equipment. The Village, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Construction Managers bid and/or contract.

The Village reserves the right to require Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to Village. Any materials purchased by Village pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be

referred to as "Village Furnished Materials" and the responsibilities of both Village and Construction Manager relating to such Village Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract where inconsistencies or conflicts exist. In addition, the Village's standard terms and conditions associated with purchase ordered materials will be applicable to all Village Furnished Materials.

10.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the Village, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. Village purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

10.1.3 To enable the Village to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the Village a list of all intended suppliers, vendors, and materialmen for consideration as Village-Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the Village. The Village will either accept or reject the Construction Manager's recommendations and purchases will be made according to Village procedures.

10.1.4 Construction Manager shall identify materials which the Village will furnish through this Village Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. Village may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

In a timely manner, Construction Manager shall prepare "Purchasing Requisition Request Forms" which shall, in form and detail be acceptable to Village, specifically identify the materials which Village may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Construction Manager
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Construction Manager
- i. any reduction in Construction Manager's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in its proposal

Construction Manager shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

10.1.5 The following procedure will be used for the implementation of this program.

After receipt of the Purchasing Requisition Request Form, Village shall prepare Village Purchase Orders (hereinafter Purchase Orders) for items of material which the Village chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the Village. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price.

Promptly upon issuance of each Purchase Order by the Village, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Village's Procurement Specialist or his/her designated representative shall be the approving authority for the Village on Purchase Orders in conjunction with Village Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Village Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a Village Purchase Order, directly to Village of Palm Springs.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Village one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full direct cost of all Village Furnished Materials to be provided by each supplier from whom the Village elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to Village, . The Village Manager or his/her authorized representative shall be the approving authority for the Village on deductive Change Orders in conjunction with Village Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

10.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by Village in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Village due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. To the extent permitted by Section 725.06, FS The Construction Manager agrees to indemnify and hold harmless the Village from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

10.1.9 As Village Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Village Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the Village or Project Manager may require. The Construction Manager will then forward the invoice and documentation to the Village through the Project Manager for payment.

10.1.10 The Construction Manager shall insure that Village Furnished Materials conform to the specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformities in Village Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify

the Village of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming Village Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to Village resulting from Construction Manager's incorporation of such materials into the Project, including liquidated damages.

10.1.11 The Construction Manager shall maintain records of all Village Furnished Materials incorporated into the Work from the stock of Village Furnished Materials in its possession. The Construction Manager shall account monthly to the Village through the Project Manager for any Village Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

10.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor.

10.1.13 Notwithstanding the transfer of Village Furnished Materials by the Village to the Construction Manager's possession, the Village shall retain legal and equitable title to any and all Village Furnished Materials, although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Village of Palm Springs."

10.1.14 The transfer of possession of Village Furnished Materials from the Village to the Construction Manager shall constitute a bailment for the mutual benefit of the Village and the Construction Manager. The Village shall be considered the bailor and the Construction Manager the bailee of the Village Furnished Materials. Village Furnished Materials shall be considered returned to the Village for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

10.1.15 The Village shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, Village Furnished Materials.

10.1.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of Village Furnished Materials delivered to the project sites during that month and either concur or object to the Village's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the site and any defects in such materials.

10.1.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the Village a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the Village. Upon receipt of the appropriate documentation, the Village shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Village to immediately obtain partial or final release of waivers as appropriate.

10.1.18 The Village shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the Village pursuant to these specifications.

10.1.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Village. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order.

The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

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