AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
AUGUST 8, 2024
6:30 PM

COUNCIL

□ Mayor Bev Smith

□ Vice Mayor Patti Waller

□ Mayor Pro Tem Kim Schmitz

□ Council Member Joni Brinkman

□ 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. **<u>July 25, 2024, Village Council Meeting Minutes:</u>** Motion to approve July 25,

2024, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Task Order No. 311 (Amendment No. 1) Public Works Department (ARPA-Funded) - 2nd Avenue North Area Drainage System Improvements Project Kesharvarz and Associates, Inc.:** Motion to approve Task Order No. 311 (Amendment No. 1) to Keshavarz and Associates, Inc. for an additional amount not to exceed $78,910.00 for a complete street infrastructure improvement project consistent with the Village's goals for the Community Redevelopment Agency (CRA) district and the Transportation/Mobility Plan. The consultant is requested to incorporate these complete street elements into the project and perform the necessary services to achieve this goal. This project is ARPA-Funded.
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

3. **Resolution No. 2024-38 - ITB #2024B-013 - Greenbrier Drive and Davis Road Intersection Improvements Project (TO No. 314) - Public Works (FY 2024 Budget Funded-ARPA Funds) - Heavy Civil, Inc**.: Motion to approve Resolution No. 2024-38 to award ITB #2024B-013 (TO No. 314) - Greenbrier Drive and Davis Road Intersection Improvements Project to Heavy Civil, Inc. in the amount not to exceed $636,276.74 for the first of two projects that will provide beautification, traffic-calming and community identity for the Village. Funding for this project is available from ARPA Funds.
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

4. **Ratify the Drone Replacement Program Financial Assistance Agreement with the Florida Department of Law Enforcement:** Motion to ratify a Financial Assistance Grant Agreement with the Florida Department of Law Enforcement for $74,892 for the purchase of three drones to be used by the Police Department.
Staff: Thomas Ceccarelli, Police Chief

5. **Co-Op Agreement - Purchase of Three Drones (Police Department FY 23/24 - Grant Award) Safeware**: Motion to approve the purchase of three (3) drones for $74,892 for the Police Department via Safeware Co-Op Agreement to meet standards for government agencies. Funding for the drones is supported by a Florida Department of Law Enforcement (FDLE) grant.
Staff: Thomas Ceccarelli, Police Chief

6. ***(ADDENDUM)* Modify a Purchase Agreement for FY24 Police Department Vehicle Purchase:** Motion for the approval to modify a purchase Agreement approved on January 11th, 2024, by the Village Council for the purchase of six (6) 2024 vehicles to adjust the purchase of two (2) out of the four (4) marked vehicles from 2024 Chevrolet Tahoe 1500 to 2023 Chevrolet Tahoe 1500. The adjusted amount, including outfitting, would be $10,601.10 less.

Staff: Thomas Ceccarelli, Police Chief

7. **Resolution No. 2024-39 Budget Amendment American Rescue Plan Act (ARPA) Funding:** Motion for the approval of Resolution No. 2024-39 to the American Rescue Plan Funding (ARPA) projects to reflect changes in project costs, the addition of new projects like property acquisition, and removal of projects that may not meet the grant's commitment and expenditure requirements.
   Staff: Rebecca Morse, Chief Financial Officer

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

REGULAR AGENDA

8. **Approve Work Authorization No. CH-U01 – Utilities EOC & Operations Building at Main WTP Project (TO No. 331) - Professional Engineering Services - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - CHA Consulting, Inc.** Motion to approve Work Authorization No. CH-U01 with CHA Consulting, Inc., for $437,873.88 for professional engineering design and bidding services associated with the Utilities EOC & Operations Building at the Main Water Treatment Plant (WTP). Funding to support the Utilities EOC Ops Building at the Main WTP is provided by the FY24 Water & Sewer Enterprise Fund.
   Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities

Motion	Second	Vote

9. **Amendment No. 1 - Guaranteed Maximum Price (GMP) for Police Department Building Expansion - Contract for Construction Manager at Risk Services - Kaufman Lynn Construction - (Task Order No. 269):** Motion to approve Amendment No. 1 to the GMP Agreement with Kaufman Lynn, Inc., for a Construction Manager at Risk Services for the Police Department Building Expansion to provide pre-construction and construction services for the expansion of the police department building. ***(BACKUP FOR THIS ITEM WILL BE AVAILABLE BEFORE THE COUNCIL MEETING)***
   Staff: Michael Bornstein, Village Manager

Motion	Second	Vote

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, SEPTEMBER 12, 2024, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE CRA BUDGET 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
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FLORIDA
JULY 25, 2024 AT 6:30 PM

CALL TO ORDER

Mayor Smith called the Village Council Regular Meeting to order at 6:49 PM *(Following the Budget Workshop Meeting)*

ROLL CALL

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

Absent: Mayor Pro Tem Kim Schmitz,

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly Wynn, Police Chief, Thomas Ceccarelli as Sergeant-In-Arms, Planning, Zoning & Building Director Iramis Cabrera, Director of Parks and Recreation Juan Ruiz, Director of Utilities Jimmie Johnson, Assistant Director of Utilities Paul Ward, Director of Public Works Felipe Lofaso, Assistant Director of Public Works Timothy Crespo, Utilities Billing Manager Jancy Bravo, Administrative Assistant (Utilities) Eliza Hansen, Assistant Finance Director Mariana Ortega, Records Clerk Andrea Medero, and Administrative Staff Assistant Maria Izzo.

INVOCATION

The Village Manager, Mr. Bornstein, gave the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager requested that Item #2 - Approve Professional Services Agreement for Mobility Plan and Fess Schedule - Best Interest Acquisition - be moved to the end of Public Hearings, Item 14A.

Vice Mayor Waller motioned for the Amended Agenda and Council Member Ready seconded the motion. The said motion carried 4-0.

CONSENT AGENDA

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

Council Member Ready made a motion to approve the Consent Agenda and Council Member Brinkman seconded the motion. The said motion carried 4-0.

1. **July 11, 2024, Village Council Meeting Minutes:** Motion for the approval of the July 11, 2024, Village Council Regular Meeting Minutes.
   Staff: Kimberly Wynn, Village Clerk

2. **Approve Professional Services Agreement for Mobility Plan and Fee Schedule - Best Interest Acquisition - Administration Department (FY 24 - General Fund) - Nue Urban Concepts:** Motion to approve a Professional Services Agreement with Nue Urban Concepts in the amount of $224,965 to prepare a Mobility Plan and Mobility Fee Schedule, including assistance with the associated comprehensive plan amendment and coordination with Palm Beach County on an Interlocal Agreement. Funding to support the proposed planning effort will be budgeted in FY 2025, with a small amount coming from Council Contingency in FY 2024.
   Staff: Kimberly Glas-Castro, Assistant Village Manager

   SUMMARY: The Administration Department requests approval of a professional services agreement with Nue Urban Concepts to prepare a Mobility Plan and Mobility Fee Schedule, including assistance with the associated comprehensive plan amendment and coordination with Palm Beach County on an Interlocal Agreement.

   Note: During the 2024 legislative session, House Bill 479 was passed (and was just sent to the Governor to sign) that requires interested cities to adopt a Mobility Plan and Fee Schedule and an Interlocal Agreement with the County by October 1, 2025. It is of interest to us because it allows the Village to collect a single mobility fee that will fund all transportation improvements (including roads, multi-modal facilities, transit operations, etc.) within the Village limits and stop the collection of road impact fees that are not necessarily spent within the Village.

   The planning effort, public participation and the County coordination will take 12-15 months to complete, which will be close to the October 1, 2025, deadline. In order to position the Village to be able to collect a single Mobility Fee (and stop payment of road impact fees) we need to retain a consultant and commence the study effort.

   Nue Urban Concepts has partnered with DDEC and BusinessFlare to provide a proposal for the planning services associated with a Mobility Plan and Mobility Fee Schedule. The proposed fee for these services is $ 224,965.

   This is a planning effort and is not subject to CCNA. Some cities have contracted with Nue Urban Concepts as their sole source provider. There is one other firm (Benesch f/k/a Tindale Oliver) who performs a portion of the services, but does not provide plan-based mobility fees. As such, it is recommended that the Village retain Nue Urban Concepts to prepare the Mobility Plan and Mobility Fee

Schedule under the Best Interest Acquisition provision within the Village's purchasing code (Sec. 58-11. Best Interest Acquisition).

The Villages Purchasing Code, Section 58.11 - Best Interest Acquisition, provides that the Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5's) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract goods or services that such contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended.

Village staff recommends that factual findings include: 1) the proposed work effort does not fall within the parameters of Consultants' Competitive Negotiation Act (CCNA), 2) Nue Urban Concepts has prepared or is preparing Mobility Plan and Mobility Fee Schedules for other cities within Palm Beach County including Palm Beach Gardens and Boynton Beach, and 3) the Mobility Plan, Mobility Fee Schedule and an Interlocal Agreement must be completed on an expedited basis (by October 1, 2025).

The proposal was reviewed by the Village Manager, Assistant Village Manager, and Village Attorney.

The Village has not previously worked with the proposed vendor, Nue Urban Concepts, but has utilized BusinessFlare for the 2021 update to the CRA Community Redevelopment Plan. Other cities have commented that Nue Urban Concepts has provided excellent service and a quality product.

(MOVED TO ITEM 14A - PUBLIC HEARINGS) - Assistant Village Manager, Mrs. Glas-Castro stated that the Administration Department is requesting approval of a professional services agreement with Nue Urban Concepts to develop a Mobility Plan and Mobility Fee Schedule, including assistance with a comprehensive plan amendment and coordination with Palm Beach County on an Interlocal Agreement.

She stated that this request is to meet the requirements of House Bill 479, passed during the 2024 legislative session, which requires cities to adopt a Mobility Plan, Fee Schedule, and Interlocal Agreement with the County by October 1, 2025. This allows the Village to collect a single mobility fee for transportation improvements within the Village limits and cease the collection of road impact fees not spent within the Village.

The planning effort, public participation, and Palm Beach County coordination will take about 12–15 months to complete (October 1, 2025, deadline). Mrs. Glas-Castro discussed the importance of retaining a consultant and beginning the

study is essential for the Village to collect a single Mobility Fee and stop paying road impact fees.

The proposed fee for planning services by Nue Urban Concepts, in partnership with DDEC and BusinessFlare, is $ 224,965.

Mayor Smith offered the public and the Council an opportunity for further discussion.

Council Member Brinkman stated her reason for having this item pulled from the Consent Agenda is to record that Palm Beach County does not have an Interlocal Agreement. Assistant Village Manager Glas-Castro advised that the Consultant assist the Village with a plan first, then an Interlocal Agreement will be drafted. Mrs. Glas-Castro stated that the Consultant recommended that the Village focus on drafting a plan to fulfill their part.

Council Member Brinkman inquired the results if Palm Beach Gardens (PBG) did not agree; although she supports the Professional Services Agreement. The Consultant recommended that the Village draft a plan to fulfill its part. Council Member Brinkman asked the outcome if PBG did not come to an agreement for an Interlocal agreement. Council Member Brinkman wanted this item explained.

Council Member Ready wanted to know if there were any other cities collecting mobility fees. Assistant Village Manager, Mrs. Glas-Castro said there were cities collecting this fee, but she did not have the information readily available.

Council Member Brinkman made a motion to approve the Professional Services Agreement for the Mobility Plan and Fee Schedule and Vice Mayor Waller seconded it. The said motion carried 4-0.

Fiscal Impact: Funding to support the proposed planning effort will be budgeted in FY 2025, with a small amount coming from Council Contingency in FY 2024. 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.

3. **Professional Services Agreement - Owner's Representative/Project Manager for Police Department Expansion/Renovation Project - Gregory H. Siefker:** Motion to approve a Professional Services Agreement with Gregory H. Seifker as the Owner Representative/Project Manager in the amount of $203,000 annually for the Police Department expansion and renovation. Funding is included in the Police Department construction project and funded with infrastructure sales tax funds.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Village has requested the professional services of an "owner's

representative" to serve as the project manager during the construction of the Police Department expansion and renovation. An Owner's Representative represents the Village's interest and ensures coordination between the Construction Manager (Kaufman-Lynn) and Design Professionals (Song & Associates).

The Village staff recommends retaining Gregory (Greg) Siefker as the project manager. Mr. Siefker has over 30 years of construction experience. He has been a construction manager and owner's representative for many projects, including Eckerd, CVS, FPL, Marriott, and Norton Museum of Art. He will bring a level of expertise and experience that cannot be provided by Village staff.

The scope of services provided as the Village's Owner's Representative includes:

a. Establish lines of communication, project controls, and implementation procedures. G H Siefker Enterprises will report directly to the Village of Palm Springs management team and coordinate with the Utility, facilities, and operations team.
b. Participate in weekly project team meetings.
c. Provide professional review of contract documents with supporting vendors.
d. Review of permit and scope documents to support pricing.
e. Review of GMP Proposal from Kauffman & Lynn Contractors to ensure competitive work pricing.
f. Participate in telephone and electronic communications with the client and project team to coordinate the Project, discuss Project strategy, and provide periodic updates. OAC meetings are anticipated weekly, with separate update meetings scheduled as needed for Village of Palm Springs management.
g. Review proposed contract change in order to validate changes or scope deficiencies and confirm that proposed material and labor rates are in line.
h. Review the validation of Contractors' monthly pay applications and vendors' invoices. Manage all Notices to Owner, logging monthly partial releases associated with contractor's applications for payment.
i. Coordinate with Village of Palm Springs Building Department staff to develop a punch list of items needed to be completed to obtain a certificate of completion for each project component.
j. Support warranty process and compilation of Manufacturers' warranties.
k. Support Project closeout with review of final lien releases and Final Affidavit by General Contractor.

Mr. Siefker has committed his attention to the Village's construction project for the duration of the effort. His hourly rate is $195, and he estimates an average of 15–20 hours per week, with variation as the construction phases progress. Professional fees will be approximately $203,000 assuming a 52-week project.

Note: Staff interviewed two other professionals to serve in this role, Gregory

Harris and Seth Ford. Greg Siefker is recommended due to his value-added approach that results in project cost savings, proximity to the Village, and his professionalism. He has agreed to the terms of the draft professional services agreement that was drafted by the Village Attorney.

The Village has not previously worked with Mr. Siefker, but his references commented that he provided excellent service in their construction efforts.

Fiscal Impact: The cost for these services will be included in the Police Department construction project and funded with infrastructure sales tax funds.

4. **Resolution No. 2024-27 - Acceptance of Warranty Bond and Roadway Improvements - Planning Zoning and Building Department (FY 24 General Fund) - Boatman Hammock - Boatman Street:** Motion to approve Resolution No. 2024-27 an agreement with Mr. James Gavigan acceptance of a warranty bond and acceptance of the dedication of the utility and roadway improvements located within the utility easement area as dedicated to the Village of Palm Springs via the Boatman Hammock plat and within the public right-of-way for Boatman Street.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. James Gavigan is requesting approval of the proposed warranty bond and acceptance of the dedication of the utility and roadway improvements located within the utility easement area as dedicated to the Village of Palm Springs via the Boatman Hammock plat (Plat Book 134, Page 115) and within the public right-of-way for Boatman Street as required by the Village Code.

Boatman Hammock community, located on Boatman Street, was developed on a 5.44-acre parcel with the construction of 54 two-story townhomes. As part of the development project, the existing public right-of-way (Boatman Street) was enhanced by improving the roadway infrastructure, landscaping, sidewalk, and irrigation. Additionally, a new private street was built with all necessary utilities. The total value of the improvements dedicated to the Village is $343,140.50.

As cited under Village Code, Sec.34-466 - Acceptance and maintenance, (a) The developer shall execute an agreement guaranteeing improvements against defect in workmanship and material for one (1) year after acceptance of the improvements after obtaining a final certificate of occupancy for the entire project. The agreement shall be submitted to the village manager, or his/her designee, for their approval.

Construction of the utility improvements (water main), stormwater improvements (swales, catch basins and exfiltration trenches) and roadway improvements were monitored by Village staff and inspected by the Village's consulting engineers and the developers Engineer-of-Record. These facilities are constructed in accordance with the approved plans, and they have been placed in service.

The proposed resolution and agreement were prepared by the Village Attorney and reviewed by the Planning, Zoning & Building Director.

Fiscal Impact: The proposed dedication does not have an immediate fiscal impact on the Village. However, by accepting the warranty bond, the Village will be insulated from any potential costs as a result of the new improvements for one (1) year. The Village will be responsible for all maintenance costs for the infrastructure in the future following the expiration of the warranty bond.

5. **Resolution No. 2024-34 Approve Utility Accounts Write-Offs-Utilities Department (FY 2024):** Motion for the approval of Resolution No. 2024-34 to allow the Village's Utility Billing staff to declare approximately $51,147.91 uncollectible for the period from October 1, 2019, through September 30, 2020, as a result of customer non-payment. If approved, this amount will be considered uncollectible; however, the Village will continue to look to collect a portion of this amount due to property sales and/or customers opening new accounts.
Staff: Jimmie Johnson, Utilities Director

SUMMARY: The Utilities Department is responsible for providing the treatment and delivery of the highest quality potable water and the collection and treatment/disposal of wastewater (sewer) services to our residents, businesses, and customers while ensuring full compliance with all local, state and federal environmental regulatory agencies. Village operations performed through an Enterprise Fund require that all expenditures support the services and products provided to support the revenues collected.

The Village's Water & Sewer Enterprise Fund was established as a separate accounting fund and followed generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). 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 payment of the Village's utility billings 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.

As in any large-scale business enterprise, some of the utilities' revenues are expected to become uncollectible. Due to several factors, including:

a. Outstanding balances remain on accounts after tenants abandon their properties, and the security deposits are insufficient to cover outstanding balances.

b. Vacant properties generate a Readiness-to Serve charge, and the owners cannot pay.

c. Utility office staff inadvertently overlook outstanding balances from a previous owner(s) before establishing an account for a new owner. Supervisory oversight and standard operating policies are in place to limit this.

The staff in the Utilities Customer Service Division work to minimize the aging of delinquent accounts through the following actions and initiatives:

1. Every account is reviewed for outstanding balances when a new customer comes in to establish a new account.
2. Lien search requests are provided to patrons/owners or title companies with updated past due or current balances.
3. Tenants, including occupants, listed on the lease presented during a new service activation are carefully reviewed for any outstanding balances, which must be satisfied before establishing the new service.
4. New owners must undergo a lien search before establishing a new service, and outstanding balances will be identified (and hopefully paid) in the search results.

When all of the above efforts have failed, Chapter 78 - Utilities - Division 1. Generally, Sec. 78-40 Billing delinquencies of the Village's Code of Ordinances (in addition to other sections of the Code) provides the Village with the authorization to attempt to collect delinquent utility fees. However, if the Village is unable to collect these amounts, and they are more than four (4) years past due because of a statute of limitations preventing certain actions after a while, Florida Statute Section 95.11(3)(p).

Thus, the Village's Utility staff requests that the Council consider declaring $51,147.91 uncollectible from October 1, 2019, through September 30, 2020, due to customer non-payment. If approved, the amount may be uncollectible; however, the Village will continue to look to collect a portion of this amount due to property sales and/or customers opening new accounts.

The proposed FY 2024 write-off journal was prepared by the Public Service's Customer Relations Supervisor and reviewed by the Finance Department before review by the Utilities Director and the Assistant Utilities Director.

The proposed write-offs, if approved, would provide a more transparent mechanism for the annual discharge of bad debts from uncollectible utility customer accounts receivable balances under generally accepted accounting principles (GAAP). After the accounts are written off as uncollectible, the amounts will become expended as bad debt, and the Village will remove the associated unrealized amounts from its records. This provides for a more accurate representation of the financial health of the utility enterprise fund.

Due to the amount requested to be written off and for transparency, utility write-

offs are presented before the Council annually for approval before they are posted.

Fiscal Impact: The Utilities Department is requesting that the Village Council authorize $51,147.91 in uncollectible fees which originated at least four (4) years ago (during the period from October 1, 2019, through September 30, 2020) as a result of the non-payment of customers' bills.

6. **Change Order No. 3 – Lift Station Rehabilitation-Fla. Mango, Waterside, Woodhaven (Task Order No. 233) – Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - B&B Underground Construction:** Motion to approve Change Order No. 3 with B&B Underground Construction for an additional $157,255.75 and 130 days for additional services for the Lift Station Rehabilitation-Fla. Mango, Waterside, Woodhaven (Task Order No. 233). Funding is available from the Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Public Utilities Director

SUMMARY: On July 21, 2022, The Village Council approved Task Order No. 233 with B&B Underground Construction for Lift Station Rehabilitation- Fla. Mango, Waterside, Woodhaven, for the amount of $1,226,795.00.

On June 8, 2023, the Village Council approved Change Order No. 1, extending the time by 350 days due to extensive material lead times.

On December 8, 2023, the Village Manager approved Change Order No. 2 to relocate a bypass valve at the Waterside Lift Station site for $4,639.80.

Note: The current project cost, including approved Change Order No. 1 and Change Order No. 2 is $1,231,434.80.

It was discovered during mobilization at the Woodhaven and Waterside sites that the power supply from the FPL transformer differed from the design specifications, requiring re-winding of the lift station sewer pumps. An automatic transfer switch is to be added to the Florida Mango Lift Station Site. The additional work, to be performed by B&B Underground Construction Inc., will cost $157,255.75 and take an additional 130 days. A credit of $83,240.85 will be received for downsizing the generator for the Florida Mango site. If approved, the new project cost will be $1,388,690.55.

The Village's contracted engineer, Engenuity Group, and the Utilities department are requesting an amendment to the contract for Task Order No. 233 (Change Order No. 3) of $157,255.75 and an additional 130 days for the additional services.

Fiscal Impact: If approved, the total cost of the Lift Station Rehabilitation-Fla. Mango, Waterside, Woodhaven, within Task Order No. 233 will increase to $1,388,690.55 and 660 Days.

Funding to Support the Lift Station Rehabilitation-Fla. Mango, Waterside, Woodhaven (Task Order #233) was provided by 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 and Sewer Enterprise Fund at a later date.

7. **Resolution No. 2024-32 - Approve Community Development Block Grant (CDBG) Capital Improvement Agreement with PBC - Public Works Department for FY24-25:** Motion to approve Resolution No. 2024-32 to receive annual grant funding through the Palm Beach County Community Development Block Grant (CDBG) program for infrastructure improvements in the designated target area. The annual allocation for FY24-25 is $139,194.00, designated for the Lakewood Road Solar LED Streetlight Project - Phase 2. The project is funded through CDBG Grant fund.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village of Palm Springs receives annual grant funding through Palm Beach County Community Development Block Grant (CDBG) program for infrastructure improvements in the designated target area. The annual allocation for FY24-25 is $139,194.00, designated for the Lakewood Road Solar LED Streetlight Project - Phase 2.

The CDBG Capital Improvement Agreement between Palm Beach County and the Village of Palm Springs is required to memorialize the funding for the Village to perform the construction activities.

Fiscal Impact: The project is funded through CDBG Grant fund allocation in the amount of $139,194.00.

8. **Change Order #1 - Davis Road Stormwater Improvements Project (TO #291 ARPA-Fund) - Public Works Department - Rosso Site Development:** Motion for the approval of Change Order #1 with Rosso Site Development for an amount not to exceed $103,558.98 to replace sidewalks related to the Davis Road Stormwater Improvement Project. This is an ARPA Funded project.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Public Works Department is requesting a Change Order #1 with Rosso Site Development for the Davis Road Stormwater Improvement Project. The ongoing Davis Road Stormwater Improvements project aims to enhance the stormwater system. After inspecting the affected roadways, it was evident that a significant portion of the sidewalks need replacement due to cracking and lifting.

Due to the extensive sidewalk replacement required, the Village staff has recommended including this work in the contractor's project scope. Furthermore, additional areas needing attention have been identified, with the total cost of this extra work not exceeding $103,558.98. Funding will be sourced from the

American Rescue Plan Act (ARPA).

Fiscal Impact: The Change Order No. 1 will be funded from Account #42338-56391 (TO No. 291, ARPA funded) in an amount not to exceed $103,558.98. The original contract amount is $1,710,874.13 and with CO No. 1 ($103,558.98), the new contract total will be $1,814,433.11.

9. **Resolution No. 2024-33 - Disaster Debris Removal and Haul-Off Emergency Services - Invitation to Bid (ITB No. 2024B-011) - Public Works Department (FY 2024 Budget Fund) - TFR Enterprises, Inc., Ceres Environmental Services, and DRC Emergency Services:** Motion to approve Resolution No. 2024-33 to award ITB No. 024B-011 - Disaster Debris Removal and Haul-Off Emergency Services to TFR Enterprises, Inc. Ceres Environmental Services, and DRC Emergency Services. Funding is available from the FY 2024 General Budget.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village of Palm Springs is responsible for clearing and removing storm- related debris from our roadsides, streets, and public areas immediately after a hurricane, natural disaster, or emergency event. To comply with FEMA reimbursement policies, any agency seeking federal assistance with the costs of cleanup must hire their own contractors through a competitive bidding process. On June 27, 2024, the Village received six (6) proposals from qualified and experienced contractors.

The Village has chosen to award the contract to three (3) contractors to best meet the needs during such events. Public Works recommends awarding the contract to the following contractors: Ceres Environmental Services, TFR Enterprises, and DRC Emergency Services.

Fiscal Impact: The associated contracts will be funded through the General Fund balance as needed for emergency purchases.

10. **Resolution No. 2024-24 - Disaster Debris Management and Support Services Contract - Invitation to Bid (ITB #2024B-012) - Public Works Department (FY 2024 Budget Fund) - Thompson Consulting Services, Inc.:** Motion for the approval of Resolution No. 2024-24 to award ITB #2024B-012 - Disaster Debris Management Services - in the amount not to exceed $173,735 to Thompson Consulting Services, Inc. to perform Disaster Debris Management and Support Services as needed. Funding is available from the FY 2024 General Budget Fund.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Agreement with Thompson Consulting Services, Inc. authorizes the vendor to perform Disaster Debris Management and Support Services. In the event of a hurricane, natural disaster or other related emergency, the Village will require the vendor to perform monitoring and management services for all

cleanup and hauling contractors and provide reporting to the Village and FEMA. As part of FEMA reimbursement policies, agencies seeking reimbursement for disaster- related expenses must procure the services via a bid process. The Village received a total of five proposals on June 27, 2024 and is recommending award to Thompson Consulting Services, Inc. as the lowest, most responsive and responsible bidder.

Fiscal Impact: The Disaster Debris Management and Support Services contract will be funded through the General Fund on an as needed basis.

End of Consent Agenda....

PRESENTATIONS

11. **Florida Water Professionals Month Proclamation - August 2024: A proclamation to recognize the month of August 2024 as Florida Water Professionals Month.**
Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the Florida Water Professionals Month Proclamation into the record. Then she presented it to the Utilities Manager, Ms. Jancy Bravo, who thanked the Council for their acknowledgment. Ms. Bravo also thanked the Utilities Department staff.

PUBLIC COMMENT

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

PUBLIC HEARINGS

12. **Resolution No. 2024-35- FY 2025 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF):** Motion to approve Resolution No. 2024-35; to certify the Village's taxable values for the upcoming fiscal year (FY 24-25) as well as other related financial information. The proposed millage rate is 3.50 with a rollback rate of 3.5396. The proposed millage of 3.50 is 1.12% less than the rolled back rate.

Staff: Michael Bornstein, Village Manager

SUMMARY: The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 24/25) as well as other related financial information:

The gross taxable value for all properties within the Village for FY 2025 is $2,071,709,568, an increase in taxable value of $171,897,832 over FY 23/24.

The calculated roll-back rate is $3.5396 per 1,000 taxable values. The Village's proposed FY 2025 operating millage for the General Fund is $3.50 per $1,000 of the taxable value or a decrease of 1.12% below the rolled-back rate. At 100% collection, the expected operating millage is to generate $7,250,983 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the projected revenue expected is $6,960,944.

The taxable value for debt service is $2,076,021,875. The proposed millage rate required to pay the general obligation debt for FY 2025 is $0.2121 per $1,000 of the taxable value. That is a decrease of $0.0198 from FY 23/24.

The combined proposed millage rates for FY 2025 (3.5000 operating + 0.2121 debt = 3.7121 total mills) are 0.0198 mills lower than the combined approved millage rates for FY 23/24 (3.5000 operating
+ 0.2319 debt = 3. 7319 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2025 is $166,959,558. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed $3.50 per $1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is $584,358. However, the Village budgets a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is $555,141.

As a result, the proposed Resolution establishes the tentative millage rates for Fiscal Year 24/25. The Village Council is requested to establish the final millage rates in September 2024.

Fiscal Impact: Establishes preliminary operating millage rate and debt service millage rates for the proposed budget for the fiscal year 2024-2025.

Note: The rollback rate is normally calculated on the current year's adjusted taxable value. However, that amount is now lowered by the value of the TIF transferred to the CRA, which produces a lower adjusted value and therefore requires a higher millage rate to produce the same revenue as the prior year. It did not occur last year as the TIF amount was not significant enough to have an impact.

The Village Manager, Mr. Bornstein, discussed this item. He stated that the Village received certification of taxable values and voted debt millage for the upcoming fiscal year, with the gross taxable value increasing by $171,897,832 over the previous year. The proposed operating millage for the General Fund is set at $3.50 per $1,000 of taxable value, representing a 1.12% decrease below the rolled-back rate. The expected ad-valorem tax revenue is projected to be

$6,960,944 based on a 96% collection ratio. The proposed millage rate for general obligation debt for FY 2025 is $0.2121 per $1,000 of taxable value, which is a decrease from the previous year. The combined proposed millage rates for FY 2025 are 0.0198 mills lower than the combined approved millage rates for FY 23/24. Additionally, the Palm Springs Community Redevelopment Agency is expected to receive TIF funding based on the proposed millage rate.

The taxable value for debt service is $2,076,021,875. The proposed millage rate required to pay the general obligation debt for FY 2025 is $0.2121 per $1,000 of the taxable value. That is a decrease of $0.0198 from FY 23/24.

The combined proposed millage rates for FY 2025 (3.5000 operating + 0.2121 debt = 3.7121 total mills) are 0.0198 mills lower than the combined approved millage rates for FY 23/24 (3.5000 operating + 0.2319 debt = 3. 7319 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2025 is $166,959,558. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed $3.50 per $1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is $584,358.

Mr. Bornstein stated the proposed millage is 3.5396 per 1000.

Mayor Smith offered the public an opportunity to speak on Resolution No. 2024-35. Council Member Ready asked how many municipalities had a millage rate less than the Village. The Village Manager did not have the answer, but offered to research this for Council Member Ready. There were no comments from the public.

Vice Mayor Waller made a motion to approve Resolution No. 2024-35; to certify the Village's taxable values for the upcoming fiscal year (FY 24-25) as well as other related financial information. The proposed millage rate is 3.50 with a rollback rate of 3.5396. The proposed millage of 3.50 is 1.12% less than the rolled back rate. Council Member Brinkman seconded the motion. The said motion carried 4-0.

13. **Resolution No. 2024-36 - Final Garbage Non Ad-Valorem Assessment Rates - FY 2024:** Motion for the approval of Resolution No. 2024-36; adopting the final non-ad valorem assessment roll for Fiscal Year 2024-2025 to provide a uniform method for collecting the non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County Tax Notices. The projected total annual revenue that the Village would assess is expected to be $1,693,750.00 for 10,397 parcels.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village Council adopted Resolution No. 2024-36, setting the preliminary Non-Ad- Valorem assessment rates for the FY24-25 budget. As a result, Resolution No. 2024-36 proposes to set the final Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash and recyclables collection services in the Village on the Palm Beach County Tax Notices.

The Council originally established the uniform method for collecting garbage, trash and recyclables services on the Palm Beach County Tax Notices by adoption of Resolution No. 2008-17 in February 2008. This Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village. The proposed rates for Fiscal Year 2024-2025 will be as follows:

Single Family Homes	$ 225
Multi-Family Homes	$ 140
Mobile Homes	$ 140

The Council adopted a corresponding resolution each year setting rates for the upcoming fiscal year. The proposed Resolution would establish the Non Ad-Valorem rates for garbage based on the cost of collection and disposal at that time.

The projected total annual revenue that the Village would assess is expected to be $1,693,750 for 10,397 parcels.

Fiscal Impact: The projected total annual revenue that the Village would assess is expected to be $1,626,000 for 9,981 parcels (which is at a 96% collection rate) $1,693,750.

Mr. Lofaso was present to answer questions, but stated he did not have a presentation. There were no changes to the rates.

Mayor Smith offered the Council and public an opportunity to comment. There were no comments. The Village Attorney, Ms. Goddeau read the title of the caption into the record.

Council Member Brinkman made a motion to approve Resolution No. 2024-36, and Council Member Ready seconded the motion. The said motion carried 4-0.

14. **Resolution No. 2024-37 - Final Stormwater Non Ad-Valorem Assessment Rates - FY 2024:** Motion for the approval of Resolution No. 2024-37, to approve the final Ad-Valorem assessment rates for FY 2024-2025 for stormwater

management assessments for each parcel within the area benefited, other than the non-assessed property. The final tax roll for FY 24/25 is $554,628 based on 8134 parcels.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The proposed Resolution sets the preliminary Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2025 and provides a uniform method for collecting this assessment for the stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 24-25 will be the same as last year:

	Annual Rate
Single Family Residential Condominiums	$48
Multifamily	$48
Commercial (Under 2 ESU's)	$48
Commercial (2 to 4.99)	$96
Commercial (5 to 9.99 ESU's)	$180
Commercial (10 ESU's and above)	$240

The Village Council originally established the uniform method for collection and funding the Village's stormwater management services and projects in July 2016 (Resolution No. 2016-51). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The proposed fees and all related data will be submitted to the PBC Property Appraiser's Office and the PBC Information Systems Services department, which provides billing services for the Village.

Fiscal Impact: The proposed FY 2025 rates are the same as last year's rates.

Mr. Lofaso was present to answer questions, but stated he did not have a presentation. There were no changes to the rates.

Mayor Smith offered the Council and public an opportunity to comment. There were no comments. The Village Attorney, Ms. Goddeau read the title of the caption into the record.

Council Member Ready made a motion to approve Resolution No. 2024-37, and Council Member Brinkman seconded the motion. The said motion carried 4-0.
(Note: It was later reported that the Village certified 7,786 units [difference of approximately $4,000] for FY24).

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

Village Manager Bornstein reported that the Budget Workshop meeting on July 18, 2024, was canceled because more time was needed to prepare the budget. He discussed his vision for the budget process. He congratulated the staff, especially the Finance Department, for their hard work. He also wished the Assistant Finance Director, Ms. Ortega Happy Birthday.

VILLAGE COUNCIL COMMENTS

The Council collectively thanked the staff for the budget. They appreciate the new look, but would like to see the details. The like that the staff can put their projects in throughout the year to track their budget spending.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:25 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **July 25, 2024**. Which minutes were formally approved and adopted by the Village Council on **August 8, 2024.**

_____

Kimberly M. Wynn, Village Clerk

NEXT REGULAR MEETING: THURSDAY, AUGUST 8, 2024, AT 6:30 PM

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Public Works

ITEM #2: Task Order No. 311 (Amendment No. 1) for the 2nd Avenue North Area Drainage System Improvements project (ARPA-Funded) - Kesharvarz and Associates, Inc.

SUMMARY: On April 13, 2023, the Village approved Task Order No. 311 using funds from the American Rescue Plan Act (ARPA)The Village approved Task Order No. 311 (ARPA funded) to Keshavarz and Associates on April 13, 2023, for the engineering design services for the 2nd Avenue North Area Drainage Improvements Project.

During design, the project evolved from a drainage improvement project to the addition of a complete street infrastructure improvement project consistent with the Village's goals and objectives for the Community Redevelopment Agency (CRA) district and the Transportation/Mobility Plan. Thus, the Village has asked the consultant to incorporate these complete street elements into the project and perform the necessary services to complete the overall design to achieve this goal. The Task Order Amendment No. 1 authorizes the consultant to proceed with these additional services at a cost not to exceed $78,910.00.

FISCAL IMPACT:
Task Order No. 311 (ARPA funded) Amendment No. 1 to Keshavarz will be funded through ARPA at a cost not to exceed $78,910.00. The original Task Order amount is for $490,025.00, and with the addition of $78,910.00 for Amendment #1, the total Task Order amount will now be $568,935.00.

ATTACHMENTS:
1. Work Authorization - T.O.311 Amendment #01 (7-24-24)

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE:_____ VILLAGE RFQ. NO.: 2016R-002

WORK AUTHORIZATION NO.02 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No.311 G/L CODE: _____

KESHAVARZ & ASSOCIATES, INC.

PROJECT NO.: 20-1350

PROJECT TITLE: 2ND AVE NORTH AREA DRAINAGE SYSTEM IMPROVEMENTS PROJECT

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated _____between the Village of Palm Springs ("VILLAGE"), and KESHAVARZ & ASSOCIATES, INC. ("CONSULTANT") hereafter referred toas the Agreement.

I. PROJECT DESCRIPTION

The Village has identified the 2nd Ave North corridor for stormwater improvements and is currently under design with those associated improvements. Upon further development of the project design, it was determined that future roadway improvements consisting of complete streets and roadway beautification were needed in conformance with the Village's Transportation, Mobility and CRA planning efforts. The Task Order Amendment incorporates these additional design elements to the project.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – ADDITION OF COMPLETE STREETS CONCEPTS

Based on discussions with Village staff, the CONSULTANT will incorporate Complete Streets Components consistent with the Village of Palm Springs Transportation and Mobility Plan. The services shall include:

1. Research and Data Exchange: Review of the Village of Palm Springs Transportation / Mobility master Plan and other complete streets concepts,

provided by Village staff with examples utilized in other projects for consideration.

2. Draft Concepts and Typical Sections for Incorporation of Complete Street Concepts for 2nd Ave North and Davis Road.
3. Meetings and Discussion with Town staff to review Complete Streets Concepts and Sections.
4. Modifications of Typical Sections based on Village comments; draft schematic sections depicting Complete Street Components for incorporation with the Current Drainage System Improvements Project as well as Sections for Future Complete Street Improvements.
5. Construction Plan Modifications to incorporate Complete Street Components with Current Project and Upcoming Bid
    a. Pathway Improvements: Remove and replace existing asphalt sidewalk on the north side of 2nd Ave North and replace with an 8' wide multi-use concrete pathway, with ADA curb ramps and associated grading modifications. This improvement does not include any changes to the profile grade line of the existing roadway.
    b. Drainage Structure Modifications: Incorporate off-set drainage structures to collect stormwater run-off over existing ATT utilities duct banksoff-set from structure bottom. Incorporate over-sized drainage structures to allow for future modification of drainage inlet locations. Draft specific drainage details for modifications listed above. Coordination with ATT for review and approval.
    c. Crosswalks and ADA compliance: Incorporate ADA compliant crosswalks and pavement markings and signage at all intersections.
    d. Prepare Existing Conditions and Demolition Plans for construction plan clarity.
    e. Lane configuration and Elimination of Pavement and Turn Lanes, required regrading, swale reconfiguration and associated changes.
6. Outreach: Easement / ROW acquisition request for an additional six (6) properties; preparation of exhibits for coordination with property owners and preparation for an additional seven (7) legal descriptions and associated graphic depictions.
7. Additional Subsurface Utility Exploration – addition of four (4) days of soft dig exploration to acquire approximately sixteen (16) test holes of existing utilities within the project corridor.

III. SCHEDULE

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

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Tasks 1.1 – 1.5 Complete Street Concepts and associated modification to construction plans.	90	90
Task 1.6 Outreach	30	120
Task 1.7 Subsurface Utility Exploration	60	120

* 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.

IV. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a lump sum Not-To-Exceed Fee of $78,910.00 as outlined in Attachment A.

Table 1
Budget Summary

Description	Date	Total
Task Order #311 Original Contract	4/26/2023	$490,025.00
Task Order #311 Amendment #01	8/8/24	78,910.00
TOTAL		**$568,935.00**

V. ASSUMPTIONS

This scope does not include additional construction phase services for the Complete Street Components. Upon completion of the design, we will coordinate with Village Staff to confirm the level of involvement provided by the Village and/or required by the Consultant for these services.

VI. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated November 10, 2022, by and between the Village of Palm Springs ("VILLAGE") and KESHAVARZ & ASSOCIATES, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

KESHAVARZ & ASSOCIATES, INC.

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)

KESHAVARZ
& ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

PROJECT: 2nd Avenue North Area Drainage System Improvement Project

K&A PROJECT NO.: 20-1350

TO: Village of Palm Springs ("CLIENT")
226 Cypress Lane
Palm Springs, FL 33461-1699
Attention: Mr. Felipe Lofaso, Public Works Director

DATE: July 17th, 2024

Contract Summary:

Purchase Order	Date	Description	Contract / Amendment	Amount
00000309	4/26/2023	TO#311 – 2nd Avenue North Areas Drainage System Improvement Project	Base Contract for: Surveying, Design, Permitting, Construction Phase Services	$490,025.00
TBD	6/28/2024	Addition of Complete Street Components; SUE, Outreach, Survey and Design Services	Amendment No. 1	$78,910.00
Total				**$568,935.00**

Keshavarz & Associates, Inc.

By: _____
Randy Wertepny, P.E., Vice President

Date: 7/17/24

711 N Dixie Hwy Suite #201, West Palm Beach, FL 33401 Tel: (561) 689-8600
Keshavarz.com

ATTACHMENT – A
MANHOUR SUMMARY

Village of Palm Springs: 2nd Avenue North Area Drainage System Improvements
Amendment No. 1: Incorporation of Complete Street Components (Phase 1 of 2)
Keshavarz & Associates

		Labor Classification and Hourly Rate											
Task		Principal Engineer (P.E.) $/hr	Senior Project Manager (P.E.) $/hr	Principal Surveyor (P.S.M.) $/hr	Engineer (P.E.) / Surveyor (P.S.M.) $/hr	Engineer (E.I.T.) $/hr	CAD Designer / Drafter $/hr	Survey Crew $/hr	Regulatory Agency Liaison $/hr	Senior Field Representative $/hr	Administrative Assistant $/hr	CONSULTANT Total	Sub Consultant Total
Number	Task Description	$ 240.00	$ 210.00	$ 215.00	$ 165.00	$ 130.00	$ 110.00	$ 160.00	$ 95.00	$ 130.00	$ 85.00	Services	Services
	Amendment No. 1												
1	**Research and Data Exchange: Review of Village of Palm Springs Transportation/Mobility Master Plan and other complete street concepts, provided Village Staff with examples utilized in other project for consideration.**	4	8								2	$ 2,810.00	$ -
2	**Draft Concepts and Typical Sections for Incorporation of Complete Street Concepts for 2nd Avenue North and Davis Road**	2	8		16		12					$ 6,120.00	$ -
3	**Meetings and Discussion with Town Staff to review Complete Street Concepts and Sections**	6	12		4						4	$ 4,960.00	$ -
4	**Modifications of Complete Typical Sections based on Village Comments, drafted Schematic Sections depicting Complete Street Components for incorporation with Current Drainage System Improvements Project as well as Sections for Future Complete Street Improvements.**	2	8		8							$ 3,480.00	$ -
5	**Construction Plan Modifications to incorporate Complete Street Components with Current Project and upcoming Bid** a. Pathway Improvements: Remove and replace existing asphalt sidewalk north side of 2nd Avenue North and replace with an 8' wide multi-use concrete pathway, with ADA curb ramps and associated grading modifications. This improvement does not include any changes to the profile grade line of the existing roadway. b. Drainage Structure Modifications: Incorporate off-set drainage structures to collect stormwater runoff over existing ATT utilities duct banks off-set from structure bottom. Incorporate oversized drainage structures to allow future modification of drainage inlet locations. Draft specific drainage details for modifications listed above. Coordination with ATT for review and approval. c. Crosswalks and ADA Compliance: Incorporate ADA compliant crosswalks and pavement markings and signage at all intersections. d. Prepare Existing Conditions and Demolition Plans for construction plan clarity. e. Lane Configuration & Elimination of Pavement and Turn Lanes, requiring regrading, swale reconfiguration and associated changes.	14	48		32	76					8	$ 29,280.00	$ -
6	**Outreach: Easement / ROW acquisition request for an additional six (6) properties, preparation of exhibits for coordination with property owners and preparation of an additional seven (7) sketch and legal descriptions.**		4	14	28	4	28				6	$ 12,580.00	$ 4,500.00
7	**Additional Sue - 4 Days (approximately 16 test holes)**		6	4		6		8				$ 4,180.00	$ 11,000.00
	Amendment No. 1: Sub Total	28	94	18	88	86	40	8	0	0	20	$ 63,410.00	$ 15,500.00
	Reimbursables												
R1	**Outreach Services (Foresight Communications)**											$ -	$ 4,500.00
R2	**Subsurface Utility Exploration (InfraMap)**											$ -	$ 11,000.00
	Sub Total	0	0	0	0	0	0	0	0	0	0	$ -	$ 15,500.00
	Services Sub-Total	28	94	18	88	86	40	8	0	0	20	$ 63,410.00	$ 15,500.00
	Total												**$ 78,910.00**

KESHAVARZ
& ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

Exhibit 'A'

Fee Schedule

Village of Palm Springs
Effective March 2022

Principal Engineer (P.E.)	$240.00 per hour
Principal Surveyor (P.S.M.)	$215.00 per hour
Senior Project Manager (P.E.)	$210.00 per hour
Senior Surveyor (P.S.M.)	$190.00 per hour
Project Manager (P.E.)	$185.00 per hour
Engineer (P.E.) / Surveyor (P.S.M.)	$165.00 per hour
Engineer (E.I.T.) / Surveyor (L.S.I.T.)	$130.00 per hour
Senior Field Representative	$130.00 per hour
Field Representative	$105.00 per hour
Survey Crew (including equipment and vehicle)	$160.00 per hour
Autocadd Designer / Drafter	$110.00 per hour
Regulatory Agency Liaison	$ 95.00 per hour
Administrative Assistant	$ 85.00 per hour

Sub-consultant's services utilized during the course of certain projects shall be charged as a pass-through to the Client with a 15% mark up on the services provided for contract administration and coordination

711 N Dixie Hwy Suite #201, West Palm Beach, FL 33401 Tel: (561) 689-8600
Keshavarz.com

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Public Works

ITEM #3: Resolution No. 2024-38 - ITB #2024B-013 - Greenbrier Drive and Davis Road Intersection Improvements Project (TO #314) - Public Works (FY 2024 Budget Funded-ARPA Funds) - Heavy Civil, Inc.

SUMMARY: The Village recently completed the multi-year planning and design process for the neighborhood improvement projects along Greenbrier Drive as part of the overall gateway improvements. The Greenbrier Drive and Davis Road Intersection Improvements Project is the first of 2 projects that will provide beautification, traffic-calming and community identity for the Village, with the second phase at Greenbrier Drive and Congress Avenue scheduled for construction later this year.

On July 24, 2024, the Village received a total of 3 bids for the project.

NAME	BID AMOUNT
Heavy Civil, Inc.	$ 636,276.74
R&D Paving, LLC	$718,470.15
Rosso Site Development	$735,586.50

Upon review of the bid proposals, it was determined that Heavy Civil, Inc. was the lowest, most responsive and responsible bidder. The Agreement for the construction services is being recommended to Heavy Civil, Inc. at a cost not to exceed $636,276.74 (TO No. 314, ARPA funded).

FISCAL IMPACT:
The Agreement with Heavy Civil, Inc. is being funded through ARPA funds from 01441-56300 (T.O.#314) at a cost not to exceed $636,276.74.

ATTACHMENTS:
1. Proposed Resolution No. 2024-38
2. 202B-013 Notice of Intent to Award Bid
3. Bid Package - Heavy Civil, Inc.
4. Human Trafficking Affidavit 7.29.2024 Heavy Civil Inc
5. Agreement - Heavy Civil, Inc. (signed)

RESOLUTION 2024-38

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE COMPETITIVE AWARD AND AGREEMENT WITH HEAVY CIVIL INC. FOR AN AMOUNT NOT TO EXCEED $636,276.74 FOR THE FIRST OF TWO (2) PROJECTS THAT WILL PROVIDE BEAUTIFICATION, TRAFFIC-CALMING, AND COMMUNITY IDENTITY FOR THE VILLAGE AT THE GREENBRIER DRIVE GATEWAY ON CONGRESS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village recently completed the multi-year planning and design process for the neighborhood improvement projects along Greenbrier Drive as part of the overall gateway improvements; and

WHEREAS, the Village advertised ITB No. 2024B-013 – **Greenbrier Drive and Davis Road Intersection Improvements Project** (Task Order #314) ("ITB") in the Lake Worth Herald on June 27, 2024; and

WHEREAS, the **Greenbrier Drive and Davis Road Intersection Improvements Project** (TO #314), is American Rescue Planning Act (ARPA) funded; and

WHEREAS, Heavy Civil Inc. located at 8230 210th Street South, Ste #215, Boca Raton, FL33433, submitted a timely bid in response to the ITB for an amount not to exceed $636,276.74; and

WHEREAS, Village staff reviewed and considered the bid from Heavy Civil and two (2) other bids submitted, and found Heavy Civil to be the lowest responsive and responsible bidder; and,

WHEREAS, the Village Council finds awarding the ITB to Heavy Civil is in the Village's best interest and serves a valid public purpose.

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

Section 1: Village of Palm Springs approves the award of the ITB and construction agreement with Heavy Civil Inc. (TO# 314) to make improvements at the intersection of Greenbrier Drive and Davis Road attached hereto as Exhibit "A" and incorporated herein.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

Council Member_____offered the foregoing Resolution. Council Member_____seconded the motion, and upon being put to the vote, the vote was as follows:

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

The Mayor thereupon declared this Resolution duly passed and adopted this 8th day of August 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Village of Palm Springs

VILLAGE CLERK

NOTICE OF INTENT TO AWARD

Bid Number:	Bid No. 2024B-013
Project Name:	Greenbrier Dr and Davis Road Intersection Improvements Project
Bid Opening Date:	July 24, 2024, at 2:30 PM
Notice of Intent Posting Date:	July 30, 2024
Project Manager:	Felipe Lofaso, Public Works Director
Notice of Intent Posting Locations:	Village Website (www.vpsfl.org) DemandStar (demandstar.com) Village Hall Lobby ▪ 226 Cypress Lane ▪ Palm Springs, FL 33461

Here is a notice of the Village's intent to award Bid No. #2024B-013 to **Heavy Civil Inc.** located at **8230 210th Street S, Suite 215, Boca Raton, FL 33433,** for the above-referenced project.

Under the Village's Purchasing Code, Section 58-6, a bidder who wishes to protest the proposed award must submit the bid protest in writing to the Village Clerk at kwynn@vpsfl.org, within three (3) business days following the posting date of this Notice of Intent to Award **(Friday, August 2, 2024)**. All protests shall be in writing and shall identify the protestor and the solicitation; and shall include a factual summary of the basis of protest. Please refer to the Village's Code of Ordinances for information (Section 58-6. Purchasing Protests).

Attached is a certified bid tabulation for your review. The necessary documents were provided and found to comply with the requirements of the bidding phase of this project.

If you have any questions or require additional information about this recommendation of award or the project in general, please do not hesitate to contact me via phone (561) 584-8200 (ext. 8431) Monday through Friday from 8:30 AM – 4:30 PM, or email at procurement@vpsfl.org.

Regards,

Kimberly M. Wynn

Village Clerk

Attached: Bid Tabulation

ITB NO. 2024B-013

Greenbrier Drive and Davis Road Intersection Improvements Project

JULY 24, 2024

Staff Present:

Felipe Lofaso, Director of Public Works
Kimberly Wynn, Village Clerk
Nichole Terranova, Project Specialist

Meeting Start: 2:30 PM **Meeting End: 2:33 PM**

NAME	Email	ADDRESS	Bid Amount	Responsive
Heavy Civil	tiffany@heavycivilinc.com	8230 210th St S Suite 215 , Boca Raton, Florida 33433	$ 636,276.74	Y
R & D PAVING LLC	nancy@randdpaving.com	400 Executive Center Drive Suite 210, WPB, Florida 33401	$ 718,470.15	Y
Rosso Site Development	bsimpson@rossodevelopment.com	1302 S J Street , Lake Worth, Florida 33460-5517	$ 735,586.50	Y

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Greenbrier Drive and Davis Road Intersection Improvements Project

Bid Number: 2024B-013

Bidders Name: Heavy Civil Inc.

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. ✓ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.

Submit bid documents via Demandstar.com online system.

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

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted (via Demandstar) 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 The 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. The 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	July 19, 2024

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

Village of Palm Springs

PUBLIC WORKS DEPARTMENT

Greenbrier Drive and Davis Road Intersection Improvements

Addendum No. 1

July 19, 2024

BIDS DUE: 2:00 PM, Local Time, July 24, 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 **Greenbrier Drive and Davis Road Intersection Improvements** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. None

IN THE SPECIFICATIONS

1. Revised Bid Schedule

Receipt acknowledged and conditions agreed to the 19th day of July, 2024.

Heavy Civil Inc.
Bidder

By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 REVISED BID SCHEDULE

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: *Plan Sheet L5.00 Tree Preservation Detail: Which bid item should the cost for this work be included in?*

Response 1: **The Contractor shall include the cost of tree preservation in the cost of the proposed adjacent work**

Question 2: *Bid Items C-1 through C-4. Can you please explain where these bid items are to be used on the plans? I am seeing +/- 1400 sy total for the total "mill and overlay". When you compare existing to proposed there are areas that receive anywhere between 1" and 13" of asphalt overbuild?*

Response 2: **Supplementary descriptions of the bid items are below. It appears that a typo of 13" in place of 3" may exist in the question.**

- **C-1 – The area where this activity is required is the area hatched as proposed asphalt overlay. A general description of this is from STA: 3+08 to 5+90 and along the center line of Davis Road offset 141' R and 140' L. This area excludes the area hatched as proposed asphalt which is paid for in another item. The purpose of this item is to provide the final 1" of asphalt and all milling to complete the project.**
- **C-2 and C-3 – The area where this activity is required is the area hatched as proposed asphalt. This item is to provide for full- depth road construction in this area in accordance with Detail 12 Sheet C5.01. Reevaluating the area of this hatch it appears that the quantity was incorrect. The new quantities are below.**
- **C-4 – The intersection is raised. The purpose of this item is to pay for the asphalt required to build the road to this proposed grade, an average of three additional inches. The area is generally described as the center of the intersection from STA: 4+20 to 4+80 and offset 30' R to 30' L. The thickness has been reduced to two inches; the final inch is included in the pay item C-1.**

ATTACHMENT 2

REVISED BID SCHEDULE

E. The Bidder has considered the information known to the 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 the Bidder; and (3) the Bidder's safety precautions and programs.

F. The 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. The 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. The Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the 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 the Bidder that the 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. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. The 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 anything 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

REVISED BID FORM - ADDENDUM 1

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	BID UNIT PRICE	BID PRICE
GENERAL					
G-1	MOBILIZATION, DEMOBILIZATION AND GENERAL CONDITIONS (LIMITED TO 15% OF TOTAL CONSTRUCTION COST)	LS	1	55,000.00	55,000.00
G-2	MOT	LS	1	19,000.00	19,000.00
D-1	REMOVE EXIST CONCRETE	SY	560	18.00	10,080.00
D-2	REMOVE EXIST ASPHALT	SY	260	19.50	5,070.00
D-3	NPDES	LS	1	250.00	250.00
D-4	REMOVE AND RELOCATE EXISTING MAILBOX	EA	4	500.00	2,000.00
D-5	SWALE RESTORATION	SY	1,590	12.00	19,080.00
C-1	MILL AND RESURFACE PAVEMENT TYPE SP-9.5 (1")	SY	1,400	21.57	30,198.00
C-2	FURNISH AND INSTALL PAVEMENT TYPE SP-9.5 (1")	SY	230	17.08	3,928.40
C-3	FURNISH AND INSTALL PAVEMENT TYPE SP-12.5 (1.5")	SY	230	63.50	14,605.00
C-4	FURNISH AND INSTALL PAVEMENT TYPE SP-12.5 (~~3~~ 2")	SY	380	45.60	17,328.00
C-5	FURNISH AND INSTALL PAVEWAY CROSSWALK	SY	220	204.55	45,001.00
C-6	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALKS	SY	500	50.17	25,085.00
C-7	FURNISH AND INSTALL 6" THICK CONCRETE DRIVEWAYS	SY	400	66.98	26,792.00
C-8	FURNISH AND INSTALL ADA RAMP	EA	4	650.00	2,600.00
C-9	FURNISH AND INSTALL ADA PAD	EA	4	800.00	3,200.00
C-10	FURNISH AND INSTALL TYPE "F" CURB	LF	900	59.11	53,199.00
C-11	FURNISH AND INSTALL TYPE "B" CURB	LF	230	48.00	11,040.00
C-12	FURNISH AND INSTALL 8" LIMEROCK BASE	SY	240	65.00	15,600.00
C-13	FURNISH AND INSTALL 12" STABILIZED SUBGRADE	SY	240	32.21	7,730.40
C-14	FURNISH AND INSTALL 15" RCP	LF	70	203.87	14,270.90
C-15	FURNISH AND INSTALL 18" RCP	LF	60	211.00	12,660.00

C-16	FURNISH AND INSTALL FDOT TYPE 'C' 24"X37" W/ ADDITIONAL STONE CATCH BASIN	EA	2	9,301.00	18,602.00
C-17	FURNISH AND INSTALL FDOT TYPE 'C' 24"X37" DOG HOUSE CATCH BASIN	EA	1	10,601.00	10,601.00
S-1	FURNISH AND INSTALL THERMAL STRIPING	LF	2,200	2.00	4,400.00
S-2	FURNISH AND INSTALL WHITE ELEVATION SHIFT ARROW	EA	8	212.50	1,700.00
S-3	FURNISH AND INSTALL SPEED LIMIT SIGN	EA	2	350.00	700.00
S-4	FURNISH AND INSTALL STOP SIGN W/ 4-WAY SIGN	EA	4	440.00	1,760.00
S-5	FURNISH AND INSTALL BUMP AHEAD SIGN	EA	4	400.00	1,600.00
S-6	FURNISH AND INSTALL NO RIGHT TURN FOR TRUCKS SIGNS	EA	4	400.00	1,600.00
S-7	FURNISH AND INSTALL THERMAL STOP BAR	EA	2	200.00	400.00
S-8	FURNISH AND INSTALL RED IIRPM INTEGRATED FLASHING SYSTEM	EA	4	3,024.00	12,096.00
S-9	FURNISH AND INSTALL AMBER IIRPM	EA	12	3,024.00	36,288.00
L-1	REMOVAL OF CANOPY TREES 12" - 24" CAL.	EA	2	2,800.00	5,600.00
L-2	REMOVAL OF SINGLE TRUNK PALMS 10" - 18" CAL.	EA	5	1,400.00	7,000.00
L-3	FURNISH AND INSTALL CRAPE MYRTLE, 14'HT, 5' SPRD, 3" CAL.	EA	24	1,200.00	28,800.00
L-4	FURNISH AND INSTALL ALEXANDER PALM, 8'-12' GW	EA	12	648.00	7,776.00
L-5	FURNISH AND INSTALL SUNSHINE MIMOSA, 6" HT	EA	504	6.95	3,502.80
L-6	FURNISH AND INSTALL ST. AUGUSTINE GRASS, SOD	SF	14,302	.91	13,014.82
L-7	FURNISH AND INSTALL ROOT BARRIER	LF	314	152.74	47,960.36
L-8	FURNISH AND INSTALL HUNTER PROS-06-PRS30-CV-F WITH ADJUSTABLE ARC	EA	159	15.75	2,504.25
L-9	FURNISH AND INSTALL HUNTER PROS-12-PRS30-CV-F WITH ADJUSTABLE ARC	EA	20	18.92	378.40
L-10	FURNISH AND INSTALL HUNTER PCB 50 BUBBLER	EA	36	4.47	160.92
L-11	FURNISH AND INSTALL HUNTER ICV-G 1" CONTROL VALVE	EA	1	95.55	95.55
L-12	FURNISH AND INSTALL HUNTER ICV-G 1.5" CONTROL VALVE	EA	5	128.10	640.50
L-13	FURNISH AND INSTALL LEEMCO LMV-11BB GATE VALVE	EA	1	546.00	546.00
L-14	FURNISH AND INSTALL ZURN 720A 1" PRESSURE VACUUM BREAKER BACKFLOW PREVENTER	EA	1	157.50	157.50
L-15	FURNISH AND INSTALL DIG LEIT 4008 CONTROLLER	EA	1	1092.00	1092.00

L-16	FURNISH AND INSTALL DIG LEIT ENCL-4000 STAINLESS STEEL ENCLOSURE FOR CONTROLLER	EA	1	546.00	546.00
L-17	FURNISH AND INSTALL DIG LEIT KEY	EA	1	36.75	36.75
L-18	FURNISH AND INSTALL DIG SWITCH-TYPE SENSOR ADAPTOR FOR RAIN SENSOR	EA	1	42.00	42.00
L-19	FURNISH AND INSTALL HUNTER RAIN-CLIK RAIN SENSOR	EA	1	31.50	31.50
L-20	FURNISH AND INSTALL IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	LF	2,818	0.69	1944.42
L-21	FURNISH AND INSTALL IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	LF	147	1.16	170.52
L-22	FURNISH AND INSTALL IRRIGATION PIPE SLEEVE: HDPE4710 DR 11	LF	369	15.75	5,811.75
A-1	UNFORESEEN CONTINGENCY ALLOWANCE	LS	1	25,000	25,000.00
	BID TOTAL				636,276.74

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

Total of Unit Price Bids = Total Bid Price $ 636, 276.74

Six Hundred Thirty-Six Thousand Two Hundred Seventy-Si
Dollars and Seventy-Four Cent

L-17	FURNISH AND INSTALL DIG LEIT KEY	EA	1		
L-18	FURNISH AND INSTALL DIG SWITCH-TYPE SENSOR ADAPTOR FOR RAIN SENSOR	EA	1		
L-19	FURNISH AND INSTALL HUNTER RAIN-CLIK RAIN SENSOR	EA	1		
L-20	FURNISH AND INSTALL IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	LF	2,818		
L-21	FURNISH AND INSTALL IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	LF	147		
L-22	FURNISH AND INSTALL IRRIGATION PIPE SLEEVE: HDPE4710 DR 11	LF	369		
A-1	UNFORESEEN CONTINGENCY ALLOWANCE	LS	1	25,000	25,000.00
	BID TOTAL				

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

Total of Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 The Bidder agrees that the Work will be substantially complete within 150 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 180 calendar days after the date when the Contract Times commence to run.

6.02 The 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 the Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Heavy Civil Inc.

By:
[Signature]

[Printed name] Todd Kneisel

(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] Tiffany Kester

Title: Office Manager

Submittal Date: July 24, 2024

Address for giving notices:

8230 210th St S, Suite 215
Boca Raton, FL 33433

Telephone Number: 954-597-6443

Fax Number: N/A

Contact Name and e-mail address: Tiffany Kester
tiffany@heavycivilinc.com

Bidder's License No.: CGC1528801
(where applicable)

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

BID BOND

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

BIDDER *(Name and Address)*:

Heavy Civil Inc.
8230 210th Street S, Suite 215
Boca Raton, FL 33433

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

Frankenmuth Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787

OWNER *(Name and Address)*:

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

BID

Bid Due Date: July 24, 2024
Description: Greenbrier Drive and Davis Road Intersection Improvements Project

BOND

Bond Number: N/A
Date: July 24, 2024
Penal sum Five Percent of Amount Bid (Words) $ 5% of amount bid (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**
Heavy Civil Inc. (Seal)	Frankenmuth Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Todd Kneisel	Warren M. Alter
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest:	Attest: As per attached power of attorney
Signature	Signature
Title Office Manager	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.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> "**RESOLVED,** that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

FRANKENMUTH INSURANCE COMPANY CORPORATE SEAL 1868 MICHIGAN

Frankenmuth Insurance Company

By _____

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L Fresorger (Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

SUSAN L. FRESORGER NOTARY PUBLIC MY COMMISSION EXPIRES APR 3, 2028 STATE OF MICHIGAN

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 24th day of July, 2024.

Andrew H Knudsen

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

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) Atlas Surveying & Mapping 612 Skylake Drive, West Palm Beach, FL 33415	Surveying
(2) Paveway Systems 114 Indian Lakes Lane, Florahome, FL 32140	Stamped Asphalt
(3)	
(4)	
(5)	
(6)	
(7)	

BIDDER: Heavy Civil Inc.

By: [signature]

Name: Todd Kneisel

Title: President

Date: July 24, 2024

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	$ 1,000.00
2. Special Shoring	$ 0.00

Identify method of compliance for Item #1: Trench Box

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: Heavy Civil Inc.

By: _____

Name: Todd Kneisel

Title: President

Sworn to and subscribed before me this 24th day of July, 2024.

_____
Notary Public

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

My Commission Expires: November 29, 2026

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: Heavy Civil Inc.

Address: 8230 210th St S
Suite 215
Boca Raton, FL 33433

2. **SUBMITTED TO:** Village Clerks Office

3. **SUBMITTED FOR:** Heavy Civil Inc.

Owner: Village of Palm Springs

Project Name: Greenbrier Drive and Davis Road Intersection Improvements

Project

Intersection Improvements

TYPE OF WORK:

4. **CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Tiffany Kester

Title: Office Manager

Phone: 954-597-6443

Email: tiffany@heavycivilinc.com

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5. **AFFILIATED COMPANIES:**

Name: None

Address:

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☑ CORPORATION

State of Organization: Florida

Date of Organization: 3/5/2014

Executive Officers:

- President: Todd Kneisel
- Vice President(s):
- Treasurer:

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- Secretary: Todd Kneisel

☐ 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: State of Florida

Type of License: General Contractor

License Number: CGC1528801

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

	CERTIFIED BY:
Disadvantage Business Enterprise:	
Minority Business Enterprise:	
Woman Owned Enterprise:	
Small Business Enterprise:	Broward County
Other (_____):	

9. BONDING INFORMATION

Bonding Company: Frankenmuth Insurance Company

Address: 1 Mutual Avenue
Frankenmuth, MI 48787

Bonding Agent: Alter Surety Group

Address: 5979 NW 151st Street
Suite 202
Miami Lakes, FL 33014

Contact Name: Russ Stampler

Phone: 954-817-0376

Aggregate Bonding Capacity: 2 million

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Available Bonding Capacity as of date of this submittal: 2 million

10. FINANCIAL INFORMATION

Financial Institution: TD Bank

Address: 5900 North Andrews Avenue, 2ND Flo
Fort Lauderdale, FL 33309

Account Manager: Biagio Vultaggio

Phone: 561-757-1812

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

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 detail including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment detail 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

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If YES, attach as an Attachment detail including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Anthony Esposito

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. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

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

YEAR	2024	EMR	1.79
YEAR	2023	EMR	.87
YEAR	2023	EMR	.87
YEAR	2022	EMR	.87
YEAR	2021	EMR	.87

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

YEAR		TRFR	
YEAR		TRFR	
YEAR		TRFR	
YEAR		TRFR	
YEAR		TRFR	

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

YEAR	2024	TOTAL NUMBER OF MAN-HOURS	40,000
YEAR	2023	TOTAL NUMBER OF MAN-HOURS	80,000
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	72,000
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	72,000
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	68,000

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	_____ "NONE"
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT: See Attached List

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: Heavy Civil Inc.

BY: _____

TITLE: President

DATED: July 24, 2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24th DAY OF July, 2024

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: November

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
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 See Attached List

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
A1A	Name: Zachary King Address: 2300 N Jog Road West Palm Beach, FL Telephone: 561-684-4181	Name: Company: Telephone:	2024	Clearing/Gubbing Excavation Milling Asphalt Concrete Inlets	C	345,122.50
Pioneer Grove	Name: Patricia Desir Address: 200 Goolsby Blvd. Deerfield Beach, FL Telephone: 954-928-5237	Name: Company: Telephone:	2024	Asphalt/Concrete Removal Mill/Resurface Curbing Sidewalks	C	1,055,540.38
Wellington Trace	Name: Kyle Burg Address: 12300 Forest Hill Blvd. Wellington, FL Telephone: 561-753-2419	Name: Company: Telephone:	2024	Concrete Driveways Sidewalks Curb Mill Asphalt Catch Basin	C	231,943.89
T4618	Name: Richard McKenzie Address: 4850 NW 72ND Avenue Miami, FL Telephone: 954-263-9877	Name: Company: Telephone:	2024	Removal Concrete Curb Gutter Type E Type F Sidewalk	C	136,066.35
E4W61	Name: Richard McKenzie Address: 4850 NW 72ND Ave Miami, FL Telephone: 954-263-9877	Name: Company: Telephone:	2024	Removal Concrete Inlets Pipe Trench Drain	C	1,143,139.00
Apollo	Name: Tami Gillen Address: 900 E. Strawbridge Avenue Melbourne, FL Telephone: 321-288-2832	Name: Company: Telephone:	2024	Ramps Type F Sidewalk Stormwater Pipe Inlet	C	675,075.65
T4679	Name: Richard McKenzie Address: 4850 NW 72ND Ave Miami, FL Telephone: 954-263-9877	Name: Company: Telephone:	2024	Removal Concrete Type B Stabilization Gravity Wall Flume Type F	C	453,058.83

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8230 210th St S, Suite 215, Boca Raton, FL 33433

PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Current Projects

A1A from Indiantown to Approx. 650' North Drainage Improvements **Palm Beach, FL**

The project consists of Clearing & Grubbing, Excavation, Milling, Asphalt Concrete, Inlets Ditch Bottom, Manholes, Modify Existing Drainage Structure, 18" Pipe Culvert, French Drains, Concrete Curb & Gutter Type F, Concrete Flume, Sod

Contract Amount $345,122.50 **Zachary King 561-684-4181**

Pioneer Grove (LAC) Drainage Improvements **Deerfield Beach, FL**

The project consists of Clearing & Grubbing, Erosion & Sediment Control, Asphalt and Concrete Removal, Earthwork, Limerock Base, Subgrade, Asphalt SP 9.5/SP12.5, Asphalt Mill & Resurface, Curbing, Concrete 4" Thick, Sod, Restoration, Stom Sewer, Type C/D Inlet, Type J Inlet, 24" Concrete End wall, 36" End wall, Structure, 36" Pipe, 24" Pipe, 18" Pipe, Exfiltration Trench, Pavement Marking and Signage

Contract Amount $1,055,540.38 **Priscilla Cygielnik 954-895-0887**
Patricia Desir 954-928-5237

Wellington Trace/Greenview Shores Blvd. Eastbound Right Turn Lane **Wellington, FL**

The project consists of Erosion Control, Concrete Driveway, Concrete Sidewalk, Concrete Curb, Mill Asphalt, Convert existing Catch Basin, Concrete Type F Curb, Concrete Valley Gutter, Detectable Warnings, Embankment, Excavation, Sod, Concrete Ramp, Subgrade, Pavement Markings

Contract Amount $231,943.89 **Kyle Burg 561-753-2419**

T4618 **Lake Worth, FL**

The project consists of Removal of Concrete, Optional Base Group 10, Concrete Curb and Gutter Type E, Concrete Curb and Gutter Type F, Concrete Sidewalk and Driveways 4" Thick, Concrete Sidewalks and Driveways 6" Thick, Bus Boarding Pad

Contact Amount $136,066.35 **Richard McKenzie 954-263-9877**

E4W61 **Lake Avenue, FL**

The project consists of Removal of Existing Concrete, Inlet Curb Type P-5, Inlet Curb Type P-6, Inlet DT BOT Type C, Inlet Ditch Bottom, Pipe Culvert 15", Pipe Culvert 18", Trench Drain, Concrete Curb and Gutter Type F, Concrete Curb Type D, Concrete Sidewalk and Driveways 4" Thick, Concrete Sidewalk and Driveways 6" Thick

Contract Amount $1,143,139.00 **Richard McKenzie 954-263-9877**

Bulldog/Apollo Sidewalk Phase II Improvements **Melbourne, FL**

The project consists of installation of a mid-block crosswalk on Bulldog Boulevard in front of Melbourne High School including ADA-compliant curb ramps, Type 'F' curb and gutter, 6-footconcrete sidewalks, sidewalk removal, stormwater pipe installation, inlet construction, coring the side of an existing drainage structure, milling and resurfacing, overbuild, an RRFB installation (solar powered), signage, striping and pavement markings and minor utility relocations.

Contract Amount $675,075.65 **Tami Gillen 321-288-2832**

T4679 **Broward County, FL**

The project consists of Clearing & Grubbing, Selective Clearing & Grubbing, Removal of Existing Concrete, Tree Protection, Excavation, Subsoil Excavation, Embankment, Type B Stabilization, Optional Base Group 01, Concrete Gravity Wall, Inlets, Flume, Concrete Curb & Gutter Type F, Concrete Curb Type D, Concrete Traffic Separator, Concrete Sidewalks and Driveways 4" and 6", Concrete Ditch Pavement 4" Reinformed, Detectable Warnings

Contract Amount $453,058.83 **Erick Rojo 305-494-3249**

SCHEDULE B

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

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
E4W40	Name: Michael Miller Address: Telephone: 954-815-2151	Name: Company: Telephone:	2023-2024	Mill/Resurfacing Curb/Gutter Curb Ramps	F	1,223,473.14
Cypress	Name: Steven Montemayor Address: Telephone: 561-741-2710	Name: Company: Telephone:	2024	Pipe Type C Inlet Storm Manhole	F	278,520.00
T4626	Name: Robert Brinkman Address: Telephone: 954-444-1040	Name: Company: Telephone:	2023-2024	Curb Inlet Manholes Drianage Dipe	F	630,931.00
Sailfish	Name: Jessica Ballash Address: Telephone: 772-463-2809	Name: Company: Telephone:	2024	Asphalt Removal Fence Concrete Removal Asphalt HDPE Pipe	F	386,158.21
SE Mango	Name: Marco Rogolino Address: Telephone: 772-418-4485	Name: Company: Telephone:	2023-2024	Baffle Box Concrete Drianage Structures	F	367,287.20
T4631	Name: Lynne Holden Address: Telephone: 954-325-8582	Name: Company: Telephone:	2023-2024	Removal Curb/Gutter Sidewalks Driveways	F	529,844.00
Bell Avenue	Name: Pete DePasquale Address: Telephone: 772-200-8492	Name: Company: Telephone:	2023-2024	Pipe Culvert Type F Curb 6" Concrete Sidewalk Driveway	F	251,645.79

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8230 210th St S, Suite 215, Boca Raton, FL 33433

PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Completed Projects

E4W40 **Palm Beach Co.**

The project consists of construction of Milling & Resurfacing, Curb and gutter, Curb Ramps, Pedestrian Signal Heads and Pedestals, Pedestrian Detectors, Signing and Pavement Markings and Utility Adjustments

Contract Amount $1,223,473.14 Michael Miller 954-815-2151

Cypress Drive Drainage **Jupiter, FL**

The project consists of 15" RCP Pipe, 24" RCP Pipe, Type C Ditch Bottom Inlet, 4' Type J Inlet with top slab, Storm Manhole with top slab tied into existing 42" HDPE Drainage line, repairing of parking lot Asphalt Trench, Roadway Asphalt Trench, Remove & Dispose of Type D Curb, Type F Curb & Valley Gutter, restore existing Asphalt, Asphalt Overlay, Mill & Resurface.

Contract Amount $278,520.00 Steven Montemayor 561-741-2710

T4626-Weekley Asphalt **Wilton Manors, FL**

The project consists of construction of Curb Inlet, DT BOT Type C Inlet, Gutter, Type V Inlet, Manholes, Manhole Adjustments, Valve Boxes, Pipe Culvert, Utility Adjustment, Fire Hydrant

Contract Amount $630,931.00 Robert Brinkman 954-444-1040

Sailfish Sands Golf Course **Stuart, FL**

The project consists of construction Asphalt Removal, Fence, Concrete Removal, Asphalt & Base, Subgrade, Superpave SP9.5 Asphalt, 18" HDPE

Bid Amount $386,158.21 **Jessica Ballash 772-463-2809**

SE Mango Drainage Improvement **Stuart, FL**

The project consists of Erosion Control, Vegetation Removal, Installation of a Nutrient Separating Generation 2 Baffle Box with Ancillary Concrete Drainage Structures & Piping, Placement of Rip-Rap, Asphalt Roadway Restoration

Bid Amount $367,287.20 **Marco Rogolino 772-418-4485**

T4631-Weekley Asphalt **Pompano Beach, FL**

The project consists of construction of Removal of Concrete, Excavation, Plain Cement Concrete Pavement, Curb & Gutter, Valley Gutter, Traffic Spector, 4" Sidewalks and Driveways, 6" Sidewalk and Driveways, Detectable Warnings

Bid Amount $529,844.00 Lynne Holden 954-325-8582

Avenue B Reconstruction **Fort Pierce, FL**

The project consists of construction Avenue B Roadway Improvements from 13th Street to 8th Street. The work consists of Sidewalks, Curb & Gutter, Drainage, and Upgrade Signing and Striping.

Bid Amount $1,112,846.96 Selena Griffett 772-467-3780

Bell Avenue **St. Lucie Co., FL**

The project consists of construction of Pipe Culvert 15" & 18", Mitered End Section, Type "F" Curb, 6" Concrete Sidewalk, 6" Concrete Driveway, Performance Turf Sod, Signs, Striping, Earthwork, Utility Fixture.

Bid Amount $251,645.79 Pete DePasquale 772-200-8492

162nd Drive North Turn Lane **Loxahatchee, FL**

The project consists of construction of 162nd Drive North Turn Lanes, Removal of Asphalt, Removal headwalls, Catch Basin, RCP Pipe, Elliptical RCP Pipe, Coquina Base, Asphalt New Pavement, Mill, Overlay, Pavement Markings, Sodding

Bid Amount $487,196.00 Gary Jones 772-692-4344

Comprehensive Street **Coconut Creek, FL**

The project consists of construction of Swale Grading, Asphalt Roadway, Regrade, Concrete Sidewalk, Curb, Mill & Resurface, Root Barrier, Inlet Adjustment, Manhole, and Handrail

Bid Amount $1,568,677.50 Final 4/2023 Robert Brinkman 954-444-1040

T4623-FDOT **Palm Beach, FL**

The project consists of construction Widening (Mis-Block Raised Islands, Speed Tables, Raised Median Approach), Milling & Resurfacing, Concrete Sidewalks, Concrete Driveways, Curb & Gutter, Pavers, Asphalt Sidewalk, Asphalt Driveway, Signing, Pavement Markings, Monitor Existing Structures, Irrigation Sleeves, and Utility Adjustments.

Bid Amount $928,650.83 Final 5/2023 Michael Miller 954-815-2151

Gramling Park **Melbourne, FL**

The project consists of construction of 236 LF of Replacement 48" diameter Reinforced Concrete Piping (RCP), Concrete End wall, Jacketed connection to existing RCP Piping, Concrete Pavement Restoration and Fence Restoration.

Bid Amount $334,228.05 Final 10/2022 Josh Frary 321-290-6093

Bowman Street Sidewalk Improvements **Greenacres, FL**

The project consists of construction of Sidewalks, Curbing, Drainage Structures, Drainage Pipe, Sod Placement, Establishment, Asphalt Paving, Pavement Markings, Signage.

Bid Amount $ 120,091.00 Final 7/2022 Leonard Zach 561-762-6426

Harbour Point **Palm City, FL**

The project consists of Roadway Repairs, Milling, Routing, Crack Sealant, Asphalt, Valley Gutter, Root Barrier Removal & Placement, Sod, Pavement Markings.

Bid Amount $335,038.25 Final 8/2022 Gary Jones 772-692-4344

St. Lucie Blvd. **Stuart, FL**

The project consists of Milling & Resurfacing, Widening, Traffic Control Measures, Pavement Markings/Striping, Drainage Improvements.

Bid Amount $600,004.75 Final 9/2022 Gary Jones 772-692-4344

Curtis Street **City of Port St. Lucie**

The project consists of construction .53 miles of 6 foot wide Concrete Sidewalks, Earthwork, Clearing & Grubbing, Drainage Modifications, Swale Relocation, Driveway Culvert replacements, Replacement of Driveways, Utility Relocations.

Bid Amount $ 353,594.05 Final 6/2022 Colton Griffin 772-529-0788

Hood Road Sidewalk **Palm Beach Co.**

The project consists of 3,500+ linear feet of 8-foot wise Asphalt Sidewalk along the North Side of Hood Road from the East Side of Briar Lake Drive to West of the Florida Turnpike. The work includes Striping & a Channelized Right Turn Lane at the entrance of the newly developed Trevi Isles Community, just West of the Florida Turnpike

Bid Amount $ 358,000 Final 3/2022 Zackary King 561-684-4178

Sandia Drive Drainage & Sidewalk **City of Port St. Lucie**

Project consists of new Storm Drainage and associated Inlets and Manholes along with filling the existing swale And placing approximately 6000 LF of new 6' wide by 4" Sidewalk and 2000 SY of new 6" Concrete Driveways.

Bid Amount $ 415,000.00 Final 2/2022 Gary Jones 772-692-4344

Zone 4 **Stuart, FL**

Project consists of Pavement Removal, Roadway Milling, Type SP 12.5 Asphaltic Concrete, Speed Tables, Type 1 Point Repair, Type 2 Point Repair and Striping

Bid Amount $151,127.25 Final 1/2022 Marco Rogolino 772-418-4485

Old Palm City Neighborhood Restoration **Palm City, FL**

The project consists of 7000 LF of RCP 40 EA. Drainage Structures Along with 3000 SY of 4" & 6" Concrete drives. Also Curb Ty F and various areas of pipe trench repair and asphalt overlay.

Bid Amount $1,165,556.55 Final 11/2021 Gary Jones 772-692-4344

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

See Attached List

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
CAT 325FL Hydraulic Excavator	2021	Good	171,500.00
John Deere 135G Excavator	2024	Good	35,000.00
Volvo EC140EL Trached Excavator	2024	Good	73,000.00
Kubota KX080 Excavator	2023	Good	74,000.00
CAT 259D Skidsteer	2022	Good	65,337.88
CAT 289D Skidsteer	2023	Good	64,000.00
John Deere 332G Skidsteer	2021	Good	55,500.00
CAT 928H2 Wheel Loader	2024	Good	37,150.00
CAT 938H Wheel Loader	2024	Good	37,150.00
Weiler P265 Asphalt Paver	2022	Good	140,801.00
CAT CB1.7 Roller	2021		29,171.14

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Equipment List

Equipment at Book Value .....$_____

List each major item of equipment owned by the Applicant that is utilized in performing the requested classes of work with its book or salvage value, make, model, and description shown. The same equipment may be used to qualify no more than two affiliated applicants.

ITEM NO.	SERIAL #	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD
EX-1	NDJ20629	CAT 325FL Hydraulic Excavator #1	2019
EX-2	1FF135GXPEE400738	John Derere 135G Excavator #2	2015
EX-3	VCEC140EC00314516	Volvo EC140EL Tracked Excavator	2020
ME-2	49033	Kubota KX080-4SR3 Excavator #2	2020
R-1	HRB00152	Caterpillar CB1.7 Roller #1	2019
SS-1	FTL22855	Caterpillar 259D Skidsteer #1	2019
SS-2	1T0332GKHJF326779	John Deere 332G Skid Steer #2	2018
SS-3	OJX902194	CAT 289D3 Skid Steer #3	2019
L-1	CAT0928HLCXK00567	CAT 928HZ Wheel Loader	2009
L-1	JKM00669	CAT 938H Wheel Loader Open Rops QC, Bucket Forks & Tree Boom	2009
AP-1	1W90P265KJ0001070	Weiler P265 Asphalt Paver	2019
PW-01	1231006780	Dewalt Gas Pressure Washer	2023
P-102	1FT7X2A64KEE31651	Ford F-250 #2	2019
P-103	1FTFX1CG3JKF42638	Ford F-150 #3	2018
P-104	1FTEX1CP6KKD68657	Ford F-150 #4	2019
P-105	1FTEX1CP0KKE72674	Ford F-150 #5	2019
P-106	1GTR8BED2LZ145404	GMC Sierrea 1500 #6	2020
P-107	3C7WRTCL2HG508889	Ram 3500 #7	2017
P-109	3GCPABEK5PG182379	Chevy Sliverdo #8	2023
P-110	1FD0W5HT2LEC43659	Ford F550 DRW #10	2020
P-111	1GC4WLE75RF359569	Chevy Sliverdo 2500HD #11	2024
DT-100	1NKDXBTX56J132156	Kenworth T800 Drump Truck	2006

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
		"NONE"			

Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The Todd Kneisel, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Greenbrier Drive and Davis Road Intersection Improvements," the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Todd Kneisel, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is President (officer's title) of Heavy Civil Inc. (company name), the Bidder that has submitted the attached bid;

2. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. 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

5. 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 24th day of July, 20 24

_____
Notary Public

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

My commission expires November 29, 2026

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)

3. 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.

4. 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.

5. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

6. 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.

7. 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.

8. 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

July 24, 2024
Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 24th day of July, 2024

Personally known ✓ or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires November 29, 2026

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

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 Todd Kneisel, who, being by me first duly sworn, made the following statement:

1. The business address of Heavy Civil Inc.
(firm name of Bidder/Contractor)
is 8230 210th St S, Suite 215, Boca Raton, FL 33433.

2. My relationship to Heavy Civil Inc.
(firm name of Bidder/Contractor)
is 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)

Sworn to and subscribed to before me in the State and County first mentioned above on the 24th day of July, 2024.

_____
Notary Public

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

(affix seal)

November 29, 2026
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Todd Kneisel, on behalf of Heavy Civil Inc. (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 Village 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 Village for the entire term of the contract, including any and all renewals.

CONTRACTOR: Heavy Civil Inc.
By: _____
Name: Todd Kneisel
Title: President
Date: July 24, 2024

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 24th day of July, 2024, by Todd Kneisel, who is the President of Heavy Civil Inc., who is personally known to me or who has produced _____ as identification.

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC _____
Printed Name of Notary Tiffany Kester
My Commission expires: November 29, 2026

AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION

(E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Greenbrier Drive and Davis Road Intersection Improvement

The undersigned, as an authorized officer of the vendor identified below (the "**Vendor**"), having full knowledge of the statements contained herein, hereby certifies to the Village of Palm Springs, a political subdivision of the State of Florida (the "**Village**"), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the Village on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the Village in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the Village and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the Village may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Fifteenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the Village as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 24th day of July, 2024.

ATTEST:

By: Tiffany Kester

PRINTED NAME: Tiffany Kester

Its: Office Manager

VENDOR:

By: [signature]

PRINTED NAME: Todd Kneisel

Its: President

Company ID Number: 1375936

Approved by:

Employer Heavy Civil Inc.	
Name (Please Type or Print) Tiffany J Kester	Title
Signature Electronically Signed	Date 02/04/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/06/2019

Company ID Number: 1375936

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Heavy Civil Inc.
Company Facility Address	150 E. Sample Road Ste 310 Pompano Beach, FL 33064
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	465439171
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1375936

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1375936

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tiffany J Kester
Phone Number	(954) 597 - 6443
Fax Number	
Email Address	tiffany@heavycivilinc.com

Page intentionally left blank

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

Heavy Civil Inc.
NAME OF VENDOR

Todd Knisel
NAME OF PERSON COMPLETING FORM

President
RELATIONSHIP TO VENDOR

8230 210th St S, Suite 215
ADDRESS

Boca Raton, FL 33433 — 954-597-6443
CITY, STATE, ZIP — TELEPHONE NUMBER

tiffany@heavycivilinc.com — 786-972-4874
CONTACT EMAIL ADDRESS — CELL PHONE NUMBER

This form is provided in connection with:

- [x] Invitation to Bid (specify) Greenbrier Drive and Davis Road Intersection Improvement
- [ ] Request for Proposal / Qualifications (specify) _____
- [ ] Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship. "None"

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

"None"

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

"None"

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

"None"

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

"None"

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

Signature	July 24, 2024 Date
Todd Kneisel Printed Name	President Title

8230 210th St S, Suite 215, Boca Raton, FL 33433
PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Job References

Village of Wellington 12300 Forest Hill Blvd. Wellington, FL 33414	Kyle Burg kburg@wellingtonfl.gov	561-753-2419	Wellington Trace
General Asphalt 4850 NW 72nd Avenue Miami, FL	Richard McKenzie richard@generalasphalt.com	954-263-9877	T4618/E4W61
Palm Beach County 2300 N Jog Road West Palm Beach, FL	Zachary King zking@pbc.gov	561-684-4181	A1A
City of Deerfield Beach 650 SW 3rd Avenue Deerfield Beach, FL	Patricia Desir pdesir@deerfield-beach.com	954-928-5237	Pioneer Grove
Martin County Board of	Jessica Ballash-PM	772-463-2809	Sailfish Sands

County Commissioners 2401 SE Monterey Road Stuart, FL 34996	Jballash@martin.fl.us		
City of Fort Pierce 100 North US 1 Fort Pierce, FL	Selena Griffett-PM sgriffett@cityoffortpierce.com	772-519-1081	Avenue B
Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines, FL 33332	Robert Brinkman bob@weekleyasp.com	954-444-1040	Comprehensive Street
FDOT District 4 7300 Forest Hill Blvd. West Palm Beach, FL	Michael Miller-Senior Engineer Michael.Miller2@dot.state.fl.us	954-815-2151	T4623
Consor 10625 North Military Trail, Ste 207 Palm Beach Garden, FL	Chrishana Persand-Inspector cpersaud@consoreng.com	561-376-5601	T4623
Craven Thompson & Associates 4723 Atlantic Avenue Ste A12 Delray Beach, FL 33445	Leonard Zach-PM zgamble@craventhompson.com	561-762-6426	Bowman Street
City of Melbourne 900 E. Strawbridge Avenue Melbourne, FL 32901	Tami Gillen Tami.Gillen@mlbfl.org	321-288-2832	Apollo
City of Stuart 121 SW Flagler Avenue	Marc Rogolino-Engineer mrogolino@ci.stuart.fl.us	772-418-4485	Zone 4

Stuart, FL34994			
Consor- 10625 North Military Trail, Ste 207, Palm Beach Garden FL	Colton Griffin-Engineer cgiffin@consoreng.com	772-529-0788	Curtis Street
Captec- 301 NW Flagler Avenue Stuart, FL	Gary Jones-Engineer gjones@gocaptec.com	772-692-4344	Old Palm City
Palm Beach Co. 2300 N. Jog Road West Palm Beach, FL	Zackary King-PM ZKing@pbcgov.org	561-684-4178	Hood Road
AEngineering 219 N. Newnan Street Jacksonville, FL	Ricardo Baraybar-PM RBaraybar@aeeningeeringinc.com	813-235-3056	NE 26th Street
Florida Department of Transportation 555 Camp Road Cocoa, FL	Richard Nasrawy-PM Richard.Nasrawy@dot.state.fl.us	321-634-6020	T5673
Florida Department of Transportation 4722 Kenilworth Road Sebring, FL	Susan Hindman-PM Susan.Hindman@dot.state.fl.us	863-273-1680	E1S63

Florida Department of Transportation 3400 West Commercial Blvd. Fort Lauderdale, FL	Mark Freemen-PM Mark.Freemen@dot.state.fl.us	772-828-1338	E4T43
City of Deerfield Beach 650 SW 3rd Avenue Deerfield Beach, FL	Priscilla Cygielnik-PM PCygielnik@deerfield-beach.com	954-480-4464	CDBG

HEAVCIV-01 CASSIES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2024

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 License # 958967
HUB International Limited
5600 New King, Ste. 210
Troy, MI 48098

CONTACT NAME: Cassie Stewart
PHONE (A/C, No, Ext): (248) 602-4286 FAX (A/C, No):
E-MAIL ADDRESS: cassies@jlains.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Ohio Security Insurance Company	24082
INSURER C : Starstone National Insurance Company	25496
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Heavy Civil, Inc.
150 East Sample Road
Suite 310
Pompano Beach, FL 33064

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	$ 1,000,000
	CLAIMS-MADE X OCCUR			CA00005364201	6/27/2024	6/27/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			BKS58347963	3/26/2024	3/26/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / X OCCUR			USO58347963	3/26/2024	3/26/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Name: Greenbrier Drive and Davis Road Intersection Improvements
Job Number: 2024B-013
Job Address: Greenbrier Drive and Davis Road

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
Daniel P. Wilk

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3058928

DATE (MM/DD/YYYY): 07/24/2024

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
AON RISK SERVICES SOUTH, INC
3550 LENOX ROAD NORTHEAST, SUITE 1700
ATLANTA, GA 30326

CONTACT NAME:
PHONE (A/C, No, Ext): 844-398-0470 **FAX (A/C, No):**
E-MAIL ADDRESS: certs@peoplease.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Heavy Civil Inc
8230 210th Street S
Boca Raton, FL 33433

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C57196725	03/24/2024	12/31/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Name: Greenbrier Drive and Davis Road Intersection Improvements Job Number: 2024B-013 Job Address: Greenbrier Drive and Davis Road

CERTIFICATE HOLDER

Village of Plam 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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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1528801

EXPIRATION DATE: AUGUST 31, 2024

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STEIER, THOMAS R SR
HEAVY CIVIL INC.
18158 NE19TH AVE
NORTH MIAMI FL 33162

ISSUED: 07/03/2022

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
150 E SAMPLE RD STE 310
POMPANO BEACH, FL 33064

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	STEIER THOMAS R Sr	CGC1528801	B23,709745 09/05/2023	$27.50	B40190166

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

HEAVY CIVIL INC
HEAVY CIVIL INC
150 E SAMPLE RD STE 310
POMPANO BEACH FL 33064-3550

2
7 - 189

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2023156815
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.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-308399

Business Name: HEAVY CIVIL INC

Business Type: GENERAL CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Owner Name: STEIER, THOMAS R SR

Business Location: 150 E SAMPLE RD STE 310
POMPANO BEACH

Business Phone: 954-597-6443

Business Opened: 06/15/2020

State/County/Cert/Reg: CGC1528801

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		19		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	5.40	0.00	0.00	59.40

Receipt Fee 54.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HEAVY CIVIL INC
150 E SAMPLE RD STE 310
POMPANO BEACH, F 33064

Receipt #WWW-23-00000676
Paid 10/03/2023 59.40

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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Business Opened: 06/15/2020

State/County/Cert/Reg: CGC1528801

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		19		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	5.40	0.00	0.00	59.40

Receipt #WWW-23-00000676
Paid 10/03/2023 59.40

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-307832

Business Name: HEAVY CIVIL INC.

Business Type: GENERAL CONTRACTOR (CERT GENERAL CONTRACTOR)

Owner Name: THOMAS R STEIER SR

Business Location: 150 E SAMPLE RD STE 310 POMPANO BEACH

Business Phone: 954-597-6443

Business Opened: 08/17/2020

State/County/Cert/Reg: CGC1528801

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt Fee 27.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HEAVY CIVIL INC.
150 E SAMPLE RD STE 310
POMPANO BEACH, FL 33064

Receipt #WWW-23-00000674
Paid 10/03/2023 29.70

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Receipt #: 180-307832

Business Name: HEAVY CIVIL INC.

Business Type: GENERAL CONTRACTOR (CERT GENERAL CONTRACTOR)

Owner Name: THOMAS R STEIER SR

Business Location: 150 E SAMPLE RD STE 310 POMPANO BEACH

Business Phone: 954-597-6443

Business Opened: 08/17/2020

State/County/Cert/Reg: CGC1528801

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt #WWW-23-00000674
Paid 10/03/2023 29.70

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2023 - 2024

Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024

4473342 9/7/2023
HEAVY CIVIL INC
150 NE 36 ST 310

POMPANO BEACH FL 33064

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: HEAVY CIVIL INC
BUSINESS LOCATION: 150 NE 36 ST 310 POMPANO BEACH FL

RECEIPT NO:	**CLASSIFICATION**
24-00103643	**CONTRACTOR GENERAL (GC)**

NOTICE: A NEW APPLICATON MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

November 28, 2023

Mr. Todd Kneisel
HEAVY CIVIL, INC.
150 E. Sample Road, Suite 310
Pompano Beach, Florida 33064

Dear Mr. Kneisel:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours**. Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237110, 237310, 237990, 238910, 238990,

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.11.28 16:27:13 -05'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: JULY 12TH

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 21, 2022

REGISTERED VENDOR NO.: 1000000654

Mr. Todd Kneisel, President
Heavy Civil, Inc.
150 E Sample Rd, Suite 310
Pompano Beach, FL 33064

CERTIFICATION EFFECTIVE DATE:
December 20, 2022

CERTIFICATION EXPIRATION DATE:
December 20, 2025

Dear Mr. Kneisel:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Asphalt Paving, Concrete Sidewalks, Curbs & Gutters; Storm and Sanitary Sewers, Water Mains, Grading and Earth Excavation

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

VILLAGE OF PALM SPRING
OFFICE OF THE VILLAGE CLERK

226 Cypress Lane ▪ Palm Springs, FL ▪33461

Affidavit of Compliance with Anti-Human Trafficking Laws

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of Heavy Civil, Inc. ("Vendor") and attest that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare swear or affirm that the above state facts are true and correct.

By:_____

Print Name:_____

Print Title:_____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of Vendor, who is personally known to me or who has produced_____ as identification and who did affirm or swear to the same.

Notary Seal:

_____

Notary Public Signature

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of roadway improvements consisting of stormwater, paving, concrete, landscaping, irrigation and signage with striping on Greenbrier Drive at the Davis Rd intersection.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Construction of roadway improvements consisting of stormwater, paving, concrete, landscaping, irrigation and signage with striping on Greenbrier Drive at the Davis Rd intersection.*

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Chen Moore and Associates, Inc..

3.02 The Owner has retained Chen Moore and Associates, 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 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a lump sum of: $ N/A .

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

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

SEE ATTACHED BID SUBMITTAL

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

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $ 636,276.74 .

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2024), except as provided herein. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer 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. Progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

   95% of Work completed.

   95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

   Upon **50%** of the Work being completed, the Contractor may request from Engineer that Owner release a portion of the retainage not to exceed **50%** of the then current total retainage amount being withheld.

   Within 20 business days after the Owner's delivery of the finalized punch-list to the Contractor, the Owner will pay the Contractor the remaining Contract balance that includes all retainage previously withheld by the Owner less an amount equal to **150%** of the estimated cost to complete the items on the punch-list. Once all items on the punch-list are completed as confirmed by the Engineer, the Contractor may request payment for the **150%** amount withheld for completion of the punch-list.

   Notwithstanding the foregoing, the City shall not be required to pay or release any amounts that are subject of a good faith dispute made in writing pursuant to the Contract Documents or the subject of a claim brought pursuant to section 255.05, Florida Statutes.

B. .

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions (including all punch-list items and settlement of all

claims, including liquidated damages) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Owner), the Contractor shall submit a "final invoice" to the Owner. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work has been properly completed and all charges have been invoiced to the Owner. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. Notwithstanding the foregoing, the City shall not be required to pay or release any amounts that are subject of a good faith dispute made in writing pursuant to the Contract Documents or the subject of a claim brought pursuant to section 255.05, Florida Statutes.

6.04 *Punch-List Process*. In accordance with section 218.735(7), Florida Statutes (2024) and section 15.03 of the General Conditions, prior to declaring the Work substantially complete the Engineer, Owner, and Contractor shall inspect the Work and the Engineer shall create a proposed punch-list of items that must be completed by the Contractor before the Contractor is authorized to submit for final payment. The proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Engineer's proposed punch-list, the Contractor and Owner will have seven (7) days to review, make modifications, or agree to the proposed punch-list and estimated costs. The Engineer will resolve any disputes in the punch-list and deliver the final punch-list to the Owner and Contractor along with the final certificate of substantial completion. **Once the punch-list is finalized and delivered to the Owner and Contractor, the Contractor shall have thirty (30) calendar days to complete all Work on the punch-list.** The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work and the Project. The Engineer's proposed punch-list, modifications thereto and finalized punch-list may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the person providing the informal written notice to the other.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate set forth in section 218.735, Florida Statutes (as amended from time to time).

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 18, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, 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 sheet title: C0.0 – C5.01, L0.0 – L5.02

9. Addenda (numbers 1 to 1, inclusive).

   a. Geotechnical Report – H2RCorp (pages 1 to 26)

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages 1 to 68, 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. *Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the Contract:

1. Agreement
2. Addenda to Invitation to Bid (solicitation)
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract 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 Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents 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 Documents. 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 Owner, 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 the Contract Documents. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the Owner in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the Owner 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 the Contract Documents and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

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 Owner and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The Owner 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 Owner 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 Owner 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 Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; 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 Owner 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 exclusively 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 of the Owner's contracts.

10.09 *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 Owner 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 the Contract Documents.

B. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract Documents. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Owner for the term of the Contract Documents, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Owner 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 Owner as provided under section 119.011(2), Florida Statutes, specifically agrees to:

1. Keep and maintain public records required by the Owner to perform the service.

2. Upon request from the Owner's custodian of public records or designee, provide the Owner 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 the Contract Documents and following completion of the Contract Documents if the Contractor does not transfer the records to the Owner.

4. Upon completion of the Contract Documents, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the Contract Documents, 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 Owner, upon request from the Owner's custodian of public records or designee, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, 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 total contract price exceeds $200,000 in total construction cost, the CONTRACTOR must provide the Owner 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 certified copy of recorded bond must be provided to the Owner prior to the CONTRACTOR providing any services under the Contract Documents. The Owner 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 Owner 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 Owner. 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 Owner, 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 Owner*

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 Documents. The CONTRACTOR shall permit the Owner, or any authorized representatives of the Owner, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under the Contract Documents 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 the Contract Documents.

10.14 *Copies of Data/Documents*

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

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 Owner.

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

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 Owner 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 Owner or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Owner 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 Owner 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 the Contract Documents 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 Owner immediately if it becomes aware of any violation of this statute.

10.24 *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 the Contract Documents) 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 the Contract Documents 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 the Contract Documents; and,
6. Be aware that if the Owner terminates the Contract Documents 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 Contract Documents are terminated and will be liable for any additional costs incurred by the Owner as a result of the termination of the Contract Documents.

10.25 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

10.26 *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 THE CONTRACT DOCUMENTS.

10.27 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

10.28 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.29 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

10.30 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

10.31 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of the Contract Documents, the Owner may immediately terminate the Contract Documents upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

10.32 *Counterparts.* The Contract Documents may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of the Contract Documents. The Contract Documents may be executed electronically and such electronic signature shall be treated as an original signature of the party executing the Contract Documents electronically.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

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

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

VILLAGE:		CONTRACTOR: Heavy Civil Inc.
By:	_____	By: _____
Title:	Mayor	Title: President
		(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	8230 210th Street South, Suite 215
Palm Springs FL, 33461	Boca Raton, FL 33433

License No.: CGC1528801
(where applicable)

VILLAGE OF PALM SPRING
OFFICE OF THE VILLAGE CLERK

226 Cypress Lane ▪ Palm Springs, FL ▪33461

Affidavit of Compliance with Anti-Human Trafficking Laws

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of Heavy Civil, Inc. ("Vendor") and attest that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare swear or affirm that the above state facts are true and correct.

By:_____

Print Name: Todd Kneisel

Print Title: President

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization on this 2ND day of August 2024, by Todd Kneisel, as the President [title] of Vendor, who is personally known to me or who has produced_____ as identification and who did affirm or swear to the same.

Notary Seal:

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

_____
Notary Public Signature

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Heavy Civil Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
8230 210th St S, Suite 215

Requester's name and address (optional)

6 City, state, and ZIP code
Boca Raton, FL 33433

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
46 - 5439171

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** August 2, 2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Police Department

ITEM #4: Ratify the Drone Replacement Program Financial Assistance Agreement with the Florida Department of Law Enforcement

SUMMARY: In 2021, the Police Department purchased three (3) DJI (Da-Jiang Innovations) drones. In 2023, the Department of Management Services published an update to the Florida Administrative Code with a minimum security standard for drones used by governmental entities. The current Police Department DJI drones do not meet this standard and need to be replaced by drones that meet the minimum security standard. To assist Florida police departments in acquiring drones that meet the minimum security standards, the Florida Department of Law Enforcement (FDLE) created a grant opportunity to fully finance replacement drones, up to $25,000 per drone, for agencies that have drones that are not in compliance. In order to apply for this grant, the Drone Replacement Program Financial Assistance Agreement must be signed by the Chief Official for the Village. FDLE has designated the Mayor as the Chief Official for the Village. The Agreement was reviewed by the Village Attorney.

FISCAL IMPACT:
The fiscal impact to replace three drones is $74,892, which will be fully reimbursed through the grant. There will be a budget amendment to recognize the grant revenue, and the funds will be provided to the Police Department.

ATTACHMENTS:
1. FY2024-25-Drone-Program-Agreement

Award #: 3X
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and The Village of Palm Springs

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024 **Project End Date:** 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308
Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614
Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us
Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor
Name: Tennille Robinette
Title: Senior Management Analyst Supervisor
Phone: 850-617-1268 or 850-661-9295
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

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RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)

Name: Pete Buhr
Title: Captain
Phone: 561-584-8300 x8514
Email: pbuhr@vpsfl.org

Chief Official
(please print)

Name: Bev Smith
Title: Mayor
Phone: 561-584-8200 x8411
Email: bsmith@vpsboards.com

Financial Contact:
(please print)

Name: Mariana Ortega
Title: Assistant Finance Director
Phone: 561-584-8200 x8442
Email: mortega@vpsfl.org

Alternate Point-of- Contact
(please print)

Name: Gary Zito
Title: Lieutenant
Phone: 561-584-8300 x8755
Email: gzito@vpsfl.org

Recipient's Vendor ID (FEID/EIN): 596020405022

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: Village of Palm Springs
Address 1: 226 Cypress Lane
Address 2: Palm Springs, Fl
City, State, Zip: 33461

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
The Village of Palm Springs

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: July 19, 2024

Printed Name and Title: Bev Smith, Mayor

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #: 3X
CSFA: 71.092

Appendix A – Drone Certification Form

Recipient: **The Village of Palm Springs**

Select One: ✓ **New Participant** ☐ **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	0M6CH98R0A1ZD8	DJI	Mavic 2 Zoom	04/20/2021	$ 1,799.00
2	3Q4SHAP0030CV6	DJI	Mavic Mini 2	04/20/2021	$ 599.00
3	3Q4SHAP0030CR7	DJI	Mavic Mini 2	04/20/2021	$ 599.00
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On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature: **Date:** July 19, 2024

Name/Title: Bev Smith, Mayor

****** FDLE Regional Operations Center ONLY ******

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient’s failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in 768.28, F.S.

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Police Department

ITEM #5: Co-Op Agreement - Purchase of Three Drones (Police Department FY 23/24 - Grant Award) Safeware

SUMMARY: The Police Department has previously purchased three (3) DJI drones at a cost of $2,997 in 2021. In an update to the Florida Administrative Code, the Department of Management Services has published a minimum security standard for drones used by governmental entities. The drones the Police Department currently owns do not meet this standard, and these drones need to be replaced by drones that meet the minimum security standard. The Florida Department of Law Enforcement (FDLE) has created a grant opportunity (up to $25,000 per drone) to finance replacement drones for agencies that still have drones that are not in compliance. This grant has been requested, and we will make the purchase upon receipt of the grant funding. The total purchase price for the three drones is $74,892.

The purchase is being made pursuant to section 58-8 of the Village's Purchasing Code, which allows the purchase of goods via a Cooperative Purchase Agreement. This purchase will be made from Safeware's cooperative purchasing agreement.

FISCAL IMPACT:
The total cost for the three replacement drones with accessories is $74,892; however, the FDLE grant will cover the full cost of the replacement drones. A budget amendment will be made to recognize the grant revenue and provide the funds for the police department.

ATTACHMENTS:
1. Agreement for Drone Purchase 08.02.24
2. F.S. Exempt Per Chap 119 - Drone Quotes

Award #: 3X085
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and The Village of Palm Springs

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024 **Project End Date:** 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308
Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614
Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us
Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor
Name: Tennille Robinette
Title: Senior Management Analyst Supervisor
Phone: 850-617-1268 or 850-661-9295
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

Award #: 3X085
CSFA: 71.092

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)

Name: Pete Buhr
Title: Captain
Phone: 561-584-8300 x8514
Email: pbuhr@vpsfl.org

Chief Official
(please print)

Name: Michael Bornstein
Title: Village Manager
Phone: 561-584-8200 x8411
Email: mbornstein@vpsflorg

Financial Contact:
(please print)

Name: Mariana Ortega
Title: Assistant Finance Director
Phone: 561-584-8200 x8442
Email: mortega@vpsfl.org

Alternate Point-of- Contact
(please print)

Name: Gary Zito
Title: Lieutenant
Phone: 561-584-8300 x8755
Email: gzito@vpsfl.org

Recipient's Vendor ID (FEID/EIN): 596020405

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: Village of Palm Springs
Address 1: 226 Cypress Lane
Address 2: Palm Springs, Fl
City, State, Zip: 33461

Award #: 3X 085
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: 7/22/24

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
The Village of Palm Springs

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: July 19, 2024

Printed Name and Title: Bev Smith, Mayor

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #: 3X 085
CSFA: 71.092

Appendix A – Drone Certification Form

Recipient: **The Village of Palm Springs**

Select One: ✓ **New Participant** ☐ **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	0M6CH98R0A1ZD8	DJI	Mavic 2 Zoom	04/20/2021	$ 1,799.00
2	3Q4SHAP0030CV6	DJI	Mavic Mini 2	04/20/2021	$ 599.00
3	3Q4SHAP0030CR7	DJI	Mavic Mini 2	04/20/2021	$ 599.00
4					
5					
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19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature: **Date:** July 19, 2024

Name/Title: Bev Smith, Mayor

****** FDLE Regional Operations Center ONLY ******

I certify the drones listed above were received and verified on the date provided below.

Signature Date

entered in RCDB

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Drone Replacement Grant 7.18.24

Final Audit Report 2024-07-19

Created:	2024-07-18
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnefAKjoSBsqKoukx8zjDBHPWvwCTD2oe

"Drone Replacement Grant 7.18.24" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-07-18 - 7:44:16 PM GMT- IP address: 151.132.2.218

Document emailed to mbornstein@vpsfl.org for signature
2024-07-18 - 7:46:02 PM GMT

Email viewed by mbornstein@vpsfl.org
2024-07-19 - 3:34:39 AM GMT- IP address: 104.47.65.254

Signer mbornstein@vpsfl.org entered name at signing as Michael Bornstein
2024-07-19 - 3:35:31 AM GMT- IP address: 166.137.175.10

Document e-signed by Michael Bornstein (mbornstein@vpsfl.org)
Signature Date: 2024-07-19 - 3:35:33 AM GMT - Time Source: server- IP address: 166.137.175.10

Agreement completed.
2024-07-19 - 3:35:33 AM GMT

DRONE QUOTE – EXEMPT PER F.S. CHAPT 119

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Police Department

ITEM #6: Modify FY24 Police Department Vehicle Purchase

SUMMARY: On January 11th, 2024, the Village Council approved the purchase of six (6) vehicles: four (4) - 2024 Chevrolet Tahoe 1500 marked vehicles for $197,650.72 ($49,412.68 per vehicle), one (1) – 2024 Chevrolet Tahoe 1500 unmarked vehicle for $54,693.60, and one (1) – 2024 Chevrolet Equinox unmarked vehicle for $25,822.10 from Garber Chevrolet.

Due to dealership inventory and department standards, we are requesting Village Council approval to adjust the purchase of two (2) out of the four (4) marked vehicles from 2024 Chevrolet Tahoe 1500 to 2023 Chevrolet Tahoe 1500.

The current vendor stock for the 2024 Chevrolet Tahoe is white. Due to department standards, marked vehicles used by sworn personnel are required to be black. To satisfy the Village's requirement, the vendor has available two (2) 2023 Black Chevrolet Tahoe 1500, which have already been outfitted with most of our required emergency equipment.

Vehicles	Base Price	Outfitting Costs	Total Cost
2024 Chevrolet Tahoe (2)	$98,825.36	$28,276.74	$127,102.10
2023 Chevrolet Tahoe (2)	$113,988.00	$2,513.00	$116,501.00
		Net Savings	$10,601.10

The purchase of these vehicles falls under the current Sheriffs Association & Florida Association of Counties contract (FSA23-VEH31.0 – October 1, 2023), which is on file with the Clerk's Office per the previous Council approval on January 11th, 2024.

FISCAL IMPACT:
With this adjustment and the purchase of 2023 models, the Village will be saving an approximate total of $10,000 from the previously approved purchase. This includes estimated adjustments for additional outfitting needed for these two vehicles. See chart below for an estimated breakdown per vehicle.

ATTACHMENTS:
1. Garber 2023 Chevrolet Tahoe Quote
2. Vehicle Purchase Cost Differential Spreadsheet

Palm Springs Police Dept

Specification #	219
Unit Description	CC10706/9C1

Prepared for:	Prepared by:
7/17/2024	***Garber Chevrolet Buick GMC***
Palm Springs Police Dept	Ryan Davis
Attn: Katelyn Niskanen	*(904) 264-2442 ext.2350 FAX: (904) 284-0054*
kniskanen@vpsfl.org	*3340 Hwy 17 Green Cove Springs, FL 32043*
561-584-8300 Ext: 8513	rdavis@garberautomall.com
Patrol	

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles. If you have any questions regarding this quote please call!

CC10706/9C1	2023 Chevrolet Tahoe 2WD 4dr 9C1 PPV			Base Price $37,963.00
Codes	Optional Equipment	Unit Price		Net Price
1FL	Commercial Preferred Equipment Group	Included		$0.00
9C1	Identifier for Police Package Vehicle	Included		$0.00
L84	Engine, 5.3L EcoTec3 V8	Included		$0.00
MQC	Transmission, 10-speed automatic	Included		$0.00
GBA	Black Exterior	Included		$0.00
H1T	Jet Black, cloth seat trim	Included		$0.00
5T5	Seats, front cloth and second row vinyl	Included		$0.00
5Y1	Front center seat (20% seat) delete	Included		$0.00
6C7	Lighting, red and white front auxiliary dome	168		$168.00
6J3/6J4	Wiring, grille lamps and siren speakers; horn and siren circuit	131		$131.00
6N5	Switches, rear window inoperative	56		$56.00
6N6	Door locks and handles, inside rear doors inoperative	61		$61.00
7X3	Spotlamp, left-hand (LED)	Included		$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included		$0.00
VK3	License plate front mounting package	Included		$0.00
	Non-OEM Equipment:		**Hours:**	
PB	Setina Police Push Bumper	596		$596.00
PB6	Setina Pit Bar & Wing Wrap Combo for PB400 Push Bumper	696		$696.00
CAB	Setina Custom Command Cabinet with 2 Drawers (Combo Lock)	1696		$1,696.00
WPUMP	Whelen Premium Unmarked Vehicle Package (Red/Blue) -inc.:	2995	4.0	$2,995.00
	Full Width DUO Front Inner Edge Bar with Flood Takedowns			
	Upper Rear DUO Interior Lightbar with Traffic Advisor Patterns			
	SA315P Nylon Composite Siren Speaker with Bracket			
	Cencom CORE Programmable Light/Siren Control System			
ST3	Superthin-3 LED Lightheads for Inside Rear Hatch (x2)	256	1.0	$256.00
LS4	4-Head Super LED Lightstick for Push Bumper Front	346	1.0	$346.00
DUO-LED	Two Color DUO LED Lightheads for Push Bumper Sides (x2)	346	1.0	$346.00
DUO-LED	Two Color DUO LED Lightheads for Rear Tag Sides (x2)	346	1.0	$346.00
DUO-LED	Two Color DUO LED Lightheads for Rear Side Windows (x2)	346	1.0	$346.00
HG2	48" Running Board Tube LED's (x2)	696	1.0	$696.00
TA6	6-Head LED DUO Lightstick for Lower Rear Deck	546	1.0	$546.00
HL	Connect Factory HL/TL Flashers	0	1.0	$0.00
C-VS	Havis 23" Vehicle Specific Police Console with Cupholders and Armrest	646		$646.00
C-LP-3	Havis 3-Bank 12-Volt Outlet Strip for Console	56		$56.00
C-AP-0645	Havis 6" Accessory Pocket, 4.5" Deep	46		$46.00
C-MCB	Havis Mic Clip Bracket	14		$14.00
C-HDM-204	Havis 8.5" Heavy Duty Telescoping Pole, Side Mount	176		$176.00
C-HDM-303	Havis Heavy Duty Fixed Top Offset Platform, 6" Offset	42		$42.00
C-MD-202	Havis Tilt Swivel Motion Device	76		$76.00
UT-1003	Havis Universal Rugged Laptop/Tablet Cradle	296		$296.00
475-1711	Jotto Public Safety Single Cell Prisoner Transport System	2596		$2,596.00
475-2050	Jotto Gun Rack - Single Weapon, Single Cell Mounted, Vertical	386		$386.00
500INV	500-Watt Modified Sine-Wave Inverter; Console Mount	146	1.0	$146.00
S2-DUAL	Stalker II Dual - 2 Antenna Radar System	2995	2.0	$2,995.00
VVS	Vent/Rain Shields, Stick On Style	149		$149.00
TINT	Tint All Windows to 20% Match (No Strip)	245		$245.00
INST	15.0 Hours EVT Certified Lighting Installation @ $125/hr	1875		$1,875.00
TTAG	Temporary Tag	6		$6.00
DEL	Delivery	Included		$0.00
	TOTAL PURCHASE AMOUNT PER VEHICLE			***$ 56,994.00***

				Base Value from Dealer	
PO #	**PO Current Value**	**New Quote**	**Difference**	**2024 Tahoe**	**2023 (Tahoe)**
240141 (PS 255)	$49,412.68	$56,994.00	$7,581.32	$48,392.00	$ 37,963.00
240144 (PS 256)	$49,412.68	$56,994.00	$7,581.32	$48,392.00	$ 37,963.00

Original Vehicle Cost	Vehicle Cost	Lights	Decals	Total per Vehicle	Grand Total
PS 255 2024 Chevy Tahoe	$49,412.68	$12,855.51	$670.00	$62,938.19	
PS 256 2024 Chevy Tahoe	$49,412.68	$14,081.23	$670.00	$64,163.91	
				Total	$127,102.10

Adjusted Vehicle Cost	Vehicle Cost	Lights	Decals	Total per Vehicle	Grand Total
PS 255 2023 Chevy Tahoe	$56,994.00	$483.00	$670.00	$58,147.00	
PS 256 2023 Chevy Tahoe	$56,994.00	$690.00	$670.00	$58,354.00	
				Total	$116,501.00

Total Savings **$10,601.10**

Vehicles	Base Price	Outfitting Costs	Total Cost
2024 Chevrolet Tahoe (2)	$98,825.36	$28,276.74	$127,102.10
2023 Chevrolet Tahoe (2)	$113,988.00	$2,513.00	$116,501.00
		Net Savings	**$10,601.10**

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Finance

ITEM #7: Resolution No. 2024-39 Budget Amendment American Rescue Plan Act (ARPA) Funding

SUMMARY: The American Rescue Plan Funding (ARPA) projects have been updated to account for changes in project costs, the addition of new projects like property acquisition, and the removal of projects that may not meet the grant's requirements for commitment and expenditure.

Attached is a reconciliation document that outlines the original approved funding amounts and details the adjustments made to arrive at the revised transfer of funding from ARPA to the different funds.

FISCAL IMPACT:
This amendment increases the ARPA funding to General Fund by $4,824,669, decreases ARPA funding to the CRA by $1,442,500, increases the funding to the Water and Sewer Enterprise Fund by $1,075,703 and decreases the ARPA funding for the Stormwater Enterprise Fund by $1,364,917. These adjustments reflect projected ARPA expenses for FY2024.

ATTACHMENTS:
1. Resolution No. 2024-39 Budget Transfer
2. ARPA Budget Amendment Transfer 073024
3. Budget Summary Ad ARPA Amendment 073024
4. ARPA Transfer Support 073024

RESOLUTION NO. 2024-39

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 FOR VARIOUS DEPARTMENTS OF THE VILLAGE FOR 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 23/24 Annual Operating Budget, pursuant to Ordinance No. 2023-10 on September 27, 2024; and

WHEREAS, the Village finds it is necessary consider a General Fund Budget Transfer to cover projected increased costs during FY 23/24 within the sanitation department; 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	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this 8TH day of August 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

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
01003-38101	Transfer from ARPA	$ 135,000.00	$ 4,824,669.00		$ 4,959,669.00
01119-56100	Land	$ -	$ 2,300,000.00	$ -	$ 2,300,000.00
01111-59900	Council Contingency	$ 302,660.00	$ 5,500.00		$ 308,160.00
01116-53400	Other Contractual Services	$ 300,560.00		$ 12,769.00	$ 287,791.00
01116-55216	IT Equipment	$ 36,500.00	$ 102,725.00	$ -	$ 139,225.00
01116-55400	Books Dues Education	$ 48,660.00		$ 15,000.00	$ 33,660.00
01116-56400	Machinery & Equipment	$ 50,000.00	$ 62,000.00		$ 112,000.00
01116-56601	Software	$ 157,000.00		$ 82,000.00	$ 75,000.00
01229-56400	Machinery & Equipment	$ 473,000.00	$ 527,775.00		$ 1,000,775.00
01441-56300	Imp Other Than Bldgs	$ 2,123,000.00	$ 1,152,538.00		$ 3,275,538.00
01441-56400	Machinery & Equipment	$ 360,727.00	$ 179,727.00		$ 540,454.00
	TOTAL				

General Fund page 1 of 2 - see attached support

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: _____ Date: _____

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by
Finance: _____ Date:_____

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
01771-56300	Imp Other Than Bldgs	$ 83,500.00	$ 11,930.00		$ 95,430.00
01771-56400	Machinery & Equipment	$ 31,515.00	$ 23,000.00		$ 54,515.00
01772-55200	Operating Supplies	$ 48,900.00	$ 39,508.00		$ 88,408.00
01772-56300	Imp Other Than Bldgs	$ 535,000.00	$ 379,735.00		$ 914,735.00
01772-56200	Buildings	$ 25,615.00	$ 150,000.00		$ 175,615.00
					$ -
					$ -
					$ -
					$ -
	TOTAL				

Bu

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: Date:

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

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
12003-38901	Appropriated for Subsequent Budget	$ 6,661,846.00	$ 2,972,955.00	$ -	$ 9,634,801.00
12559-59100	Transfer to CRA	$ 1,502,500.00		$ 1,442,500.00	$ 60,000.00
12559-59101	Transfer to Stormwater	$ 4,884,126.00		$ 1,364,917.00	$ 3,519,209.00
12559-59102	Transfer to General Fund	$ 135,000.00	$ 4,824,669.00		$ 4,959,669.00
12559-59103	Transfer to W/S	$ 164,220.00	$ 1,075,703.00		$ 1,239,923.00
					$ -
					$ -
					$ -
					$ -
					$ -
	TOTAL				

See attached support

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: Date:

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

ARPA

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
14003-38101	Transfer from ARPA	$ 2,500.00		$ 2,500.00	$ -
14552-53400	Other Contractual Services	$ 34,820.00		$ 2,500.00	$ 32,320.00
15003-38101	Transfer from ARPA	$ 1,500,000.00		$ 1,440,000.00	$ 60,000.00
15552-53400	Other Contractual Services	$ 1,730,000.00		$ 1,440,000.00	$ 290,000.00
					$ -
					$ -
					$ -
					$ -
					$ -
	TOTAL				

See attached support

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: Date:

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

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
41003-38101	Transfer from ARPA	$ 164,220.00	$ 1,075,703.00		$ 1,239,923.00
41336-56300	Imp Other Than Bldgs	$ 11,622,003.00	$ 1,095,730.00		$ 12,717,733.00
41336-56400	Machinery & Equipment	$ 1,984,500.00		$ 20,027.00	$ 1,964,473.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
	TOTAL				

See attached support

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: Date:

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

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
42003-38101	Transfer from ARPA	$ 4,884,126.00	$ -	$ 1,364,917.00	$ 3,519,209.00
42338-56300	Imp Other Than Bldgs	$ 2,188,200.00	$ -	$ 1,200,314.00	$ 987,886.00
42338-56391	Davis Road TO# 291	$ 1,880,000.00		$ 707,714.00	$ 1,172,286.00
42338-56393	Lakewood Sttormwater TO# 293	$ 1,324,126.00	$ 543,111.00		$ 1,867,237.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
	TOTAL				

See attached support

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: Date:

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

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		$7,253,801		$472,907		$1,239,923	$3,519,209	$12,485,840
Fund Balances/Reserves/Net Assets		$9,989,611	$9,754,801	$508,051		$9,973,714	$39,367	$30,265,544
TOTAL REVENUES, TRANSFERS & BALANCES		**$43,184,493**	**$9,778,801**	**$1,408,865**	**$424,358**	**$37,384,852**	**$4,135,413**	**$96,316,782**
EXPENDITURES/EXPENSES:								
Legislative		$653,487						$653,487
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		$1,560,862						$1,560,862
General Government		$2,693,757						$2,693,757
Planning, Zoning & Building		$1,407,743						$1,407,743
Law Enforcement		$20,725,826						$20,725,826
Sanitation		$1,729,946						$1,729,946
Water and Sewer Utility						$34,859,440		$34,859,440
Stormwater Utility							$4,135,413	$4,135,413
Public Works		$6,997,402						$6,997,402
Community Redevelopment Agency				$1,408,865				$1,408,865
Economic Development			$0					$0
Library		$1,121,863						$1,121,863
Parks and Recreation		$2,822,660						$2,822,660
Special Events		$245,430						$245,430
Debt Service					$424,358	$231,280		$655,638
TOTAL EXPENDITURES/EXPENSES		**$42,771,586**	**$0**	**$1,408,865**	**$424,358**	**$35,090,720**	**$4,135,413**	**$83,830,942**
Transfers Out		$412,907	$9,778,801	$0		$2,294,132		$12,485,840
Fund Balances/Reserves/Net Assets		$0	$0	$0	$0	$0	$0	$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$43,184,493**	**$9,778,801**	**$1,408,865**	**$424,358**	**$37,384,852**	**$4,135,413**	**$96,316,782**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

Amendment #3 ARPA Amendments

Org	Obg	TO#	Description	Adopted FY2024 Budget	Additions (Deletions)	Revised FY2024 Budget	Expended FY Thru 7/19/2024	Proposed Budget FY2025
			General Fund					
01113	56400		Telepresence Office Robot for the CFO to attend meetings		5,500.00	5,500.00	5,500.17	
01116	53400		CyberSecurity Consulting Services - ARPA funded	10,000.00	(10,000.00)	-		
01116	53400		Datto Cloud (Infinite Cloud) - ARPA funded	24,000.00	(24,000.00)	-		
01116	53400		Internal Vunerablity Testing - ARPA funded (depends on replacing firewalls)	4,000.00	(4,000.00)	-		
01116	53400		NetMotion Software - multifactor security product (200 licenses)		25,231.00	25,231.00		
01116	55216		Replace backup solution with FIPS certified equipment		47,725.00	47,725.00		95,451.00
01116	55216		Upgrade all IT Network Switches (buy by FYE 2024)		55,000.00	55,000.00		55,000.00
01116	55400		Cyber Security Training - ARPA	15,000.00	(15,000.00)	-		
01116	56400		Artic Wolf Appliance - replaces one supplied by VC3		62,000.00	62,000.00		
01116	56601		Duo Multi Factor Authentication (CJIS requirement) - ARPA funded	20,000.00	(20,000.00)	-		
01116	56601		Additional Cybersecurity Software/Hardware/Consulting - ARPA funded	62,000.00	(62,000.00)	-		
01119	56100	329	Property purchase, demolition and prep (Alemeda)		2,300,000.00	2,300,000.00	2,140,760.92	
01229	56400		New Police Motorola Radios approved 5/9/24 **(PO# 240228)**		527,775.00	527,775.00	-	
01441	56300	310	Davis Rd Bridge Repair		175,538.00	175,538.00	22,138.00	
01441	56300	314	Intersection Improvements Davis Rd & Greenbrier		380,000.00	380,000.00	41,631.97	620,000.00
01441	56300	315	Entranceway Improvements Greenbrier & Congress		597,000.00	597,000.00	41,381.97	903,000.00
01441	56400		Bucket Truck		179,727.00	179,727.00	179,727.00	
01771	56300	354	Storm Shutters - Library		11,930.00	11,930.00	11,930.00	
01771	56400	355	Percussion Play outdoor musical instruments		23,000.00	23,000.00		
01772	55200	350	Replace benches, picnic tables, bike racks		39,508.00	39,508.00	4,621.21	
01772	56200	346	LAB Building renovations **(open PO's)**		150,000.00	150,000.00	26,399.87	
01772	56300	328	Pickleball resurface of 4 courts and net post, center strap, anchor new installation		29,735.00	29,735.00	29,735.00	
01772	56300	351	Renovate Bathrooms between courts **(3 open PO's totaling $14,559.26)**		60,000.00	60,000.00	-	
01772	56300	352	Renovate Bathrooms at Sago		115,000.00	115,000.00		
01772	56300	353	Lakewood Park Soccer Field		175,000.00	175,000.00		
			General Fund	**135,000.00**	**4,824,669.00**	**4,959,669.00**	**2,503,826.11**	**1,673,451.00**
			CRA					
14552	53400	298	Continued DOT coordination on drainage construction (Task Order # 298) - ARPA	2,500.00	(2,500.00)	-	-	
15552	53400	305	Sanitary Sewer Force Main Installation with PBC Utilities (Congress Avenue District) funding from ARPA (TO#305)	1,500,000.00	(1,440,000.00)	60,000.00	-	420,270.00
			CRA	**1,502,500.00**	**(1,442,500.00)**	**60,000.00**	**-**	**420,270.00**
			Water & Sewer					
41336	56300	324	IT - Access Control Systems Upgrade/Expansion at Main WTP	-	46,540.00	46,540.00	46,540.00	
41336	56300	335	IT- Extended Fiber for MAN/LAN Connection to Pratt WTP - ARPA **(PO# 240120 -PBC)**	82,220.00	(41,840.00)	40,380.00		
41336	56300	334	Vac Station Renovations (monitoring & valves) **(PO# 240122)**		1,000,000.00	1,000,000.00		423,937.00
41336	56300	336	IT - Extend fiber for MAN/LAN connection between Main WTP and 2400 Bldg **(PO# 240121 PBC)**		91,030.00	91,030.00		
41336	56400	341	IT - Security Camera Network - MWTP - ARPA	65,000.00	(3,027.00)	61,973.00	39,993.48	
41336	56400		IT - Security Camera Network - PWTP - ARPA	17,000.00	(17,000.00)	-	-	
			Water & Sewer	**164,220.00**	**1,075,703.00**	**1,239,923.00**	**86,533.48**	**423,937.00**
			Stormwater					
42338	56391	291	Davis Road Stormwater Improvements (Canal Road to 10th Ave - Project 7) Construction Phase	1,880,000.00	(707,714.00)	1,172,286.00	241,607.88	900,000.00
42338	56393	293	Lakewood Rd Stormwater Improvements (Project 5A & 5B W of Kirk) Construction Phase	1,324,126.00	543,111.00	1,867,237.00	1,396,063.70	
42338	56300	311	2nd Ave N, Davis Rd, and Riedel Ave Stormwater Improvements (Projects 3, 4 & 21)	650,000.00	(240,463.00)	409,537.00	121,874.85	2,970,000.00
42338	56300	340	Emergency Repair/Replace Springdale Blvd Storm drainage		70,149.00	70,149.00	70,149.00	
42338	56300		Bermuda Road Stormwater (FY 2024+)	1,030,000.00	(1,030,000.00)	-	-	
			Stormwater	**4,884,126.00**	**(1,364,917.00)**	**3,519,209.00**	**1,829,695.43**	**3,870,000.00**
				6,685,846.00	3,092,955.00	9,778,801.00		6,387,658.00

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Utilities

ITEM #8: Approve Work Authorization No. CH-U01 – Utilities EOC Ops Building at Main WTP Project (Task Order # 331) - Professional Engineering Services - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - CHA Consulting, Inc.

SUMMARY: The Utilities Department is requesting approval of Work Authorization CH-U01 (Task Order No. 331) with CHA Consulting, Inc. for professional engineering services (design) associated with the additional Utilities EOC Operations Building at the Main Water Treatment Plant (WTP).

The Utilities Department recently relocated its operations center and crews in a swap with the Public Works Department from the 2400 Building on Kirk Rd to the Main WTP. The current existing buildings and layouts at the Main WTP are not conducive to handling the needs of the department and with the expansion of the department with additional personnel, and with space needs at the Main Village Hall also increasing, the Utilities Department has identified a need to have its own EOC and Operations Building at the Main WTP. The design services will include the demolition of the existing structures, design of a new building, design of a generator for emergency power of the building as well as replace the existing generator for the Main WTP, design of a new fuel storage system, and the design of any civil needs for the site. The EOC and Operations building will house Utilities Field Operations and Utilities Administration, as well as act as the EOC for Utilities during storm events or emergencies. The estimated total construction cost of the building is $7 million.

Therefore, CHA Consulting, Inc. (formerly Eckler Engineering, Inc.), one of the Village's contracted engineers, has been requested to provide a Work Authorization proposal to design the Utilities EOC Ops Building at the Main WTP.

Note: This proposal currently only includes design, bidding assistance, bid evaluation, and bid recommendation. An additional proposal will be provided for construction management once a design is determined and finalized.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks associated with the design of the Utilities EOC & Operations Building at Main WTP to be completed by CHA Consulting, Inc., the Village's contracted engineering firm. The proposed tasks and associated cost to provide the professional engineering Design and Bidding services to complete this project are $437,873.88.

The Village Council has approved funding ($250,000) within the FY 2024 Budget - Water & Sewer Enterprise Fund to support this project. 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 design work will take approximately fourteen (14)

months from the date the task order is authorized to CHA Consulting, Inc. and construction is estimated to take approximately twelve (12) months following the Notice to Proceed by the Village.

Staff recommends the approval of the proposed Work Authorization CH-U01 (Task Order No. 331) with CHA Consulting, Inc. for **$437,873.88** for professional engineering design and bidding services associated with the Utilities EOC Ops Building on the Main WTP project.

The proposed work authorization was prepared by CHA Consulting, Inc. and reviewed by the Assistant Utilities Director, Village Project Manager, and Finance Director.

FISCAL IMPACT:

Funding to support the Utilities EOC Ops Building at the Main WTP Project (Task Order No. 331) was provided within the Water & Sewer Enterprise Fund. 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. Work Authorization No. CH-U01 - CHA Consulting, Inc. - Utilities EOC Ops Building (TO #331)
2. Fiscal Impact Statement
3. Executed General Services Agreement - CHA Consulting, Inc.

June 18, 2024
X81588.000 (400-000.BD)

Mr. Andrew Klausner
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Klausner:

Reference: Proposal for Engineering Services – Design Phase
Utilities EOC Ops Building at Main WTP
Task Order No. 331
Work Authorization No.: CH-U01

In accordance with your request, we are pleased to submit this proposal for providing engineering services for the above referenced project. This proposal includes:

1. Preparation of drawings and specifications (Design Phase).
2. Regulatory permitting (Design Phase).
3. Assistance during bidding and contract award (Design Phase).

The proposed scope of work for this project is attached as Task Order No. 331. Our proposed engineering service fees shall be as tabulated below:

PROJECT PHASE	FEE TYPE	PROPOSED FEE
Design	Lump Sum	$437,873.88
Construction	Hourly Not-to-Exceed	Future

A breakdown of each above fee calculation is included as an attachment to the Task Order.

CHA Consulting looks forward to providing professional engineering services to the Village of Palm Springs on this water treatment facility improvement project. If you have any questions or require additional information pertaining to the enclosed Task Order or the project in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.

Encl.

4700 Riverside Drive, Suite 110, Coral Springs, FL 33067
T 954.510.4700 • F 954.755.2741 • www.chacompanies.com

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : **June 18, 2024** VILLAGE RFQ. NO : **2018R-002**

WORK AUTHORIZATION NO.: **CH-U01** FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: **331** G/L CODE: **41336-56200**

CHA Consulting, Inc. PROJECT NO.: **081588.000**

PROJECT TITLE: **Utilities EOC Ops Building at Main WTP**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018between the Village of Palm Springs ("VILLAGE"), and CHA Consulting, Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The proposed Utilities EOC Ops Building at the Main WTP improvements will be separated into two design packages to facilitate Engineer/Architect of Record and permitting responsibilities. Design Package A will focus on the EOC Ops Building design and Design Package B will focus on improvements to WTP systems and site modifications to support the new Building.

Design Package A

The services generally consist of architectural and engineering services for a 2-story essential facility structure for the Utility Departments EOC and Operations to be located at the existing water utilities site. There will be demolition of existing structures to allow space for the new facility. Programmed spaces may include but not limited to - **Ground Floor**; garage parking for 4 specialized utility vehicles, conference room, reception lobby, public restrooms, 8 private offices, 4 crew team offices, employee restrooms/lockers, 2 break rooms, inventory rooms and meter shop. The **Second Floor** will have the EOC center for 12 staff members with a conference room, plan review room and radio room. Space requirements, criteria and allocation within the proposed building will be determined through completion of the programming and Schematic design tasks.

Design Package B

Design Package B generally consists of engineering services for improvements or modifications to the Main WTP site and/or existing systems/facilities necessary to support and accommodate the proposed EOC/Ops Building. Design package B will address the following:

A. Selective demolition of existing mechanical, structural and electrical facilities, and components to facilitate space requirements for construction and post construction WTP operations. This element includes demolition/removal of existing generator, emergency fuel storage, fleet fueling systems, existing southwest site warehouse buildings, small office building north of generator and other miscellaneous similar requirements.
B. New emergency generator/fuel storage system to serve the existing WTP and all current and proposed buildings and facilities at the site.
C. Improvements to primary site electrical power distribution to add the proposed improvements. This will include removal and replacement of existing Automatic Transfer Switch.
D. SCADA network improvements for addition of SCADA node at the proposed EOC Ops Building.
E. Overall site lighting improvements.
F. Storm water management plan and site improvements.
G. Paving and traffic flow improvements for new facility access and parking and WTP deliveries.
H. New on-site fleet fueling storage and dispensing systems.
I. Civil/sitework: grading and building pad preparation.
J. Ancillary improvements inclusive of: site restoration and temporary access design.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

Task D1 – Project Administration/Management

This task focuses on the administration of the project including project setup, client interface, subconsultant management, general project management and contract administration.

Task D2 – Data Gathering and Preliminary Coordination/Information

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

A. Visit the site and review pertinent features that may impact design and/or construction. This will include field review, coordination, and confirmation proposed improvement locations.

B. Collect data available for existing facilities, including field conditions, existing facility record drawings and connection locations to existing mechanical and electrical.

C. Meet with VILLAGE staff to discuss and confirm the project requirements.

D. Coordination and Completion of Boundary and topographic survey update of Water Treatment Plant site.

E. Coordination and Completion of Geotechnical Engineering services. This will include permeability testing for stormwater management design.

Task D3 – Storm Water and Civil Site Plans

The task consists of developing construction documents for proposed drainage improvements in the area of removal/replacement of the maintenance building. It is understood that this building will be removed/replaced therefore triggering the need for regrading and new drainage for the resulting modified impervious area. Modifications to and analysis of the entire water Treatment plant site are excluded. Should modifications to the entire site become necessary, then a separate proposal will be provided for this work. This task will further include:

A. Preparation of design plans consisting of:
   - Paving, Grading and Drainage Plans
   - Drainage Details
   - Erosion Control Plan and Details

B. Water Quality treatment calculations to meet the required pre-treatment volume from the additional impervious area resulting from the removal of the building.

C. Runoff attenuation calculations for the additional impervious area resulting from the removal of the building.

D. Preparation of a Drainage Memorandum documenting the proposed improvements and l water quality treatment criteria and measures.

E. Coordination with South Florida Water Management District (SFWMD) and Lake Worth Drainage District (LWDD) on any permits needed for the drainage modifications.

Task D4 – Drawings and Engineering

This task consists of the engineering and the development of plans necessary to construct this project.

A. Prepare detailed drawings for the proposed work discussed above. A tentative list of final design drawings to be developed for this project is presented in Attachment 1. Drawings will be prepared using drafting standards as developed by CONSULTANT.

Task D5 – Specifications Preparation

This task consists of the preparation of specifications necessary to construct this project.

A. Prepare technical specifications required for this project per CSI Divisions 1 through 16. A tentative list of specification sections to be prepared for this project is presented in Attachment 2.

B. Front-End Documents, Bidding, Contract, General Conditions and Supplementary Conditions shall be standard EJCDC documents prepared by Village.

Task D6 – Prepare Opinions of Probable Construction Cost (OPCC)

This task consists of the preparation of an opinion of probable construction cost this project.

A. Prepare 50%, 90%, and 100% (FINAL) opinions of probable construction cost for improvements proposed under this project.

Task D7 – Submit and Review (Quality Control)

CONSULTANT will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss VILLAGE review comments. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

A. 50% Drawings, Specifications and OPCC.

B. 90% Drawings, Specifications and OPCC.

C. 100% Drawings, Specifications and OPCC.

The CONSULTANT will incorporate the agreed-upon revisions noted by VILLAGE. A total of three (3) meetings with VILLAGE is the level of effort for this Task.

Other meetings related to the architectural design services shall be in accordance with task D11, below.

Task D8 – Permit Preparation Assistance

This task consists of preparing the following permit application submittals:

A. FDEP/PBCDERM closure of above ground fuel storage tanks removed from service and registration of new above ground fuel storge tanks per FAC 67-762.

Any additional regulatory permits required beyond the above will be considered as outside the scope of this proposal.

Building permit assistance (where applicable for Design Package A) for permits obtained during construction by Contractor per the contract documents, are included in this Task Order under Task D11.

Building permit assistance (where applicable for Design Package B) for permits obtained during construction by Contractor per the contract documents, are not included in this Task Order.

Task D9 – Bidding Assistance Services

CONSULTANT shall:

A. Assist VILLAGE Clerk's Office with preparation of the VILLAGE Standard Bidding and Contract Documents, by providing project specific information.

B. Review the Standard Bidding and Contract Documents prepared by VILLAGE and confirm coordination with project technical specifications and drawings.

C. Assist VILLAGE with bid advertisement, by providing electronic drawings and technical specifications.

D. Attend pre-bid meeting and provide VILLAGE with meeting notes. Pre-bid meeting minutes shall be prepared and distributed by VILLAGE.

E. Review and respond to Bidder questions. CONSULTANT shall provide responses to VILLAGE. VILLAGE shall distribute responses to Bidders. When responses require written addenda, CONSULTANT shall prepare and submit information to VILLAGE. VILLAGE shall finalize and distribute all addenda.

F. CONSULTANT shall Attend bid opening.

Task D10 – Bid Evaluation and Recommendation of Award Assistance

CONSULTANT shall:

A. Review and evaluate bids received.

B. Review VILLAGE tabulation of bids received.

C. Assist VILLAGE with confirmation of Bidder references.

D. Prepare a recommendation of award letter and submit to VILLAGE.

Task D11 – Architectural Design Services for the Utilities EOC OPS Building

The following Sub-Tasks shall be provided by the project Architect:

Sub-Task 1 – PROGRAMMING

1A – KICKOFF MEETING

The Architect will meet with the CONSULTANT and VILLAGE and review and document the required spaces, sizes and any other special requirements that will be the basis of design.

1B – PROGRAM DOCUMENT

Provide written program and specific criteria special to project such as sustainability goals.

Sub-Task 2 – SCHEMATIC DESIGN/COST ESTIMATE

2A – DRAWINGS

Once the program has been accepted, the Architect and Architects subconsultants will commence with the schematic design including the site plan, floor plans, roof plan, reflected ceiling plan, building elevations, building sections, roof finish plan and preliminary building engineering systems.

2B – PROBABLE CONSTRUCTION COST

The schematic design drawings will be used for developing an opinion of probable construction cost from the Architects estimating consultant. This will be used for

budgeting purposes for the VILLAGE.

2C – RENDERINGS

Up to 3 exterior color schematic renderings will also be a part of this task.

2D – SUSTAINABLE PRINCIPALS

Kickoff meeting with all stakeholders to review CSA office sustainability checklist.

Sub-Task 3 – SITE PLAN APPROVAL

3A – DRAWINGS

The Architect and Landscape Architect will develop documents as required by the VILLAGE to submit for site plan approval for the new 2 story building. CONSULTANT will provide the site plan and site engineering excluding Landscape Architecture.

3B – MEETINGS

The Architect and Landscape Architect will attend required meetings with the VILLAGE.

Sub-Task 4 – DESIGN DEVELOPMENT

4A – DRAWINGS

Upon receipt of site plan approval from the VILLAGE, the Architect and subconsultants will further develop the construction documents that will further define the buildings design element components and outline specifications.

4B – INTERIOR DESIGN

Interior building finishes, materials and colors will be defined and submitted to the CONSULTANT/VILLAGE for review and approval.

4C – MEETINGS

The Architect and Interior Designer will meet with the CONSULTANT/VILLAGE to review the design development drawings and interior design material/finish boards.

Sub-Task 5 – CONSTRUCTION DOCUMENTS

5A – DRAWINGS

After the CONSULTANT and VILLAGE reviews and approves the design development drawings, the Architect and subconsultants will commence with the construction documents suitable for bidding and permitting.

5B – SPECIFICATIONS

The Architect and Subconsultants will provide technical specifications Division 1 through 16.

5C – PROBABLE CONSTRUCTION COST

At 50% of this phase the cost estimator will review and provide an updated opinion of probable construction cost.

Sub-Task 6 – BIDDING AND PERMITTING

6A – BIDDING

Prepare electronic bid documents for distribution by the VILLAGE Clerk's office. Bidding documents shall be in .pdf format.

Assist the VILLAGE Clerk's office with coordination of the bidding documents, the advertisement for bids, respond to communications from contractors, and issuance of addenda information.

Attend the Prebid meeting and prepare/distribute minutes to registered bidding contractors. The VILLAGE Clerk's office shall publish final Prebid meeting minutes.

Attend the bid opening and tabulate the bids provided by interested contractors.

6B – PERMITTING.

Provide signed and sealed construction documents and energy calculations for General Contractors submission to the Building Department.

Assist the General Contractor with permit review comments with revised drawings and commentary if required.

Shop drawing review for any products or systems with NOA's required to be reviewed prior to release of permit issuance.

Construction Engineering and Inspection Phase

Scope of services and fee Task Order for Construction Engineering and Inspection (CEI) Services can be provided at a later date upon request of VILLAGE.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 4.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Attachment 3.

* 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 the Lump Sum Fee of $430,373.88 as outlined in Table 2, below, and further detailed in Attachment 5.

Table 2 Budget Summary

Description	Total
D1 – Project Administration/Management	$12,285.00
D2 – Data Gathering and Preliminary	$6,720.00
D3 – Storm Water and Civil Site Plans	$16,599.00
D4 – Drawings and Engineering	$99,968.00
D5 – Specifications Preparation	$11,556.00
D6 – Prepare Opinions of Probable Construction Cost	$4,482.00
D7 – Submit and Review (Quality Control)	$12,666.00
D8 – Permit Preparation Assistance	$3,978.00
D9 – Bidding Assistance Services	$5,900.00
D10 – Bid Evaluation and Recommendation of Award	$4,616.00
D11- Architectural Design Services EOC Ops Bldg.	SUB
Reimbursable Expenses and Subconsultants	$259,103.88
TOTAL	$437,873.88

CONSULTANT's services during design phase will be billed monthly as a percentage of project completion.

VI. ASSUMPTIONS

Data or Assistance to be Provided by VILLAGE:

A. Assist with field verification of existing underground and above ground utilities and facilities, as requested.

B. Assist with regulatory agencies, and payment of all permit fees.

C. Attendance at project meetings.

D. Provide general project review, where required.

E. Prepare VILLAGE Standard Bidding and Contract Documents.

Task Order Does not Include Provision of the Following Items:

A. Kitchen consultant

B. LEED or other official sustainability certification

C Environmental abatement

D Models

E Threshold or special inspections

F. Payment of permitting fees

G. Services not specifically indicated in this Task Order

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 , 2024, by and between the Village of Palm Springs ("VILLAGE") and CHA Consulting, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHA CONSULTING, INC.

By: _____

Print Name: Douglas K. Hammann, P.E.

Title: Senior Project Manager

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

ATTACHMENT 1

TENTATIVE LIST OF DRAWINGS

Drawings Sheet No.	Estimated Sheet Count
General	Estimated 10 sheets
Demolition	Estimated 5 sheets
Civil	Estimated 10 sheets
Architectural	Estimated sheets TBD by Architect
Structural	Estimated 5 sheets
Mechanical	Estimated 7 sheets
Process and Instrumentation	Estimated 3 sheets
Electrical	Estimated 10 sheets

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ATTACHMENT 2

TENTATIVE LIST OF SPECIFICATIONS

SECTION NO.	TITLE
PART 1	**BIDDING REQUIREMENTS** By VILLAGE
PART 2	**CONTRACT FORMS** By VILLAGE
PART 3	**CONTRACT CONDITIONS** By VILLAGE
PART 4	**SPECIFICATIONS** Estimated 27 Specifications sections for Design package B Specifications Sections for Bid Package A TBD by Architect

(Remainder of this page left blank intentionally**)**

ATTACHMENT 3

PRELIMINARY PROJECT SCHEDULE[1]

Activity	Duration (Days)	Cumulative Time (Days from NTP)
Authorization to Proceed	0	0
Preliminary Matters, Surveying, Geotechnical and Data Gathering	35	35
Submit 50% drawings and Specifications	45	80
Receive VILLAGE 30% Review Comments	21	101
Submit 90% Drawings and Specifications	105	206
Receive VILLAGE 90% Review Comments	21	227
Submit 100% Final Drawings and Specifications	45	272
Permitting	45	317
Bidding Coordination	14	331
Bidding and Award	90	421
Construction (Final Completion)	365	786
Project Closeout	21	807

Notes:

[1] Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

ATTACHMENT 4

LIST OF PROJECT DELIVERABLES

DESIGN PHASE

A. 50% Design Submittal

   a. One (1) set of Drawings, 50% complete (electronic submittal).
   b. One (1) set of Specifications, 50% complete (electronic submittal).
   c. One (1) 50% Completion Estimate of Probable Construction Cost (electronic submittal).
   d. Other Documents per Architect.

B. 90% Design Submittal

   a. One (1) set of Drawings, 90% complete (electronic submittal).
   b. One (1) set of Specifications, 90% complete (electronic submittal).
   c. One (1) 90% Completion Estimate of Probable Construction Cost (electronic submittal).
   d. Other Documents per Architect.

C. 100% FINAL Design Submittal

   a. One (1) set of Drawings, 100% complete (electronic submittal).
   b. One (1) set of Specifications, 100% complete (electronic submittal).
   c. One (1) 100% Completion Estimate of Probable Construction Cost (electronic submittal).
   d. Other Documents per Architect.

D. Permit Application/Final Design Submittal

   a. Not Applicable

E. Bid Coordination Submittal

   a. One (1) set of 11" x 17" Drawing Final, bid ready (electronic).
   b. One (1) set of Specifications Final, bid ready (electronic).
   c. One (1) Final Completion Estimate of Probable Construction Cost (electronic).
   d. Other Documents per Architect.

BIDDING SERVICES

A. Bid Documents

1. Three (3) paper sets of bid drawings and specifications (each Design package) for VILLAGE's use during project bid phase.
2. Electronic Copy of Bid Documents for Bid Publication by VILLAGE.

B. Pre-Bid

1. CONSULTANT will assist by providing electronic documents as requested. Reproduction and distribution of pre-bid documentation by VILLAGE.
2. Pre-bid Meeting Minutes Information.
3. Addenda Information when requested by the VILLAGE.

C. Post Bid

1. CONSULTANT will assist by providing electronic documents as requested. Reproduction and distribution of post-bid documentation by VILLAGE.
2. Bid tabulation.
3. CONSULTANT Recommendation of Award Letter.

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VILLAGE OF PALM SPRINGS

UTILITIES EOC OPS BUILDING AT MAIN WTP
TASK ORDER NO. 331
ATTACHMENT 5

DATE: June 18, 2024

I. PROJECT DESIGN SERVICES DIRECT LABOR

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 3	Engineer 2	Engineer 1	Technician 4	Technician 3	Technician 2	On Site Inspector	Administrative	
D1	Project Administration / Management	14	21	0	0	0	0	0	0	0	0	28	$12,285.00
D2	Data Gathering and Preliminary Coordination/Information		16	0		16						4	$6,720.00
D3	Storm Water and Civil Site Plans			37	0	68	0			0			$16,599.00
D4	Drawings and Engineering	12	0	96	0	172	0	0	344	0	0	0	$99,968.00
D5	Specification Preparartion	0	0	0	27	54	0	0	0	0	0	0	$11,556.00
D6	Prepare Opinions of Probable Construction Cost (OPCC)	0	0	6	0	24	0	0	0	0	0	0	$4,482.00
D7	Submit and Review (Quality Control)	12	0	18	0	18	0	0	0	24	0	0	$12,666.00
D8	Permit Preparation Assistance		2	0		16				8		2	$3,978.00
D9	Bidding Assistance Services		10	10	0	10	0						$5,900.00
D10	Bid Evaluation and Recommendation of Award Assistance		6	6	0	8	0					8	$4,616.00
D11	Architectural Design Services for the Utilities EOC Ops Building												$0.00
D12	Not Used												$0.00
	Total Hours	38	55	173	27	386	0	0	344	32	0	42	
	Rate	$292.00	$257.00	$195.00	$152.00	$138.00	$131.00	$172.00	$157.00	$132.00	$136.00	$100.00	
	Sub-Total Labor	$11,096.00	$14,135.00	$33,735.00	$4,104.00	$53,268.00	$0.00	$0.00	$54,008.00	$4,224.00	$0.00	$4,200.00	
		TOTAL DESIGN PHASE DIRECT LABOR									$178,770.00		$178,770.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	8	$24.00	$192.00
	Full Size drawings (22"x34")	EA	8	$64.80	$518.40
	Specification Booklets	EA	8	$23.50	$188.00
	Prepare CD's (Bid Documents)	EA	0	$10.00	$0.00
2	PHOTOCOPIES	EA	100	$0.20	$20.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	48	$0.00	$0.00
	11 X 17 (SET UP)	EA	144	$0.00	$0.00
4	TRAVEL				
	MILEAGE	MILE	544	$0.670	$364.48
	TOLLS	TRIP	8	$0.00	$0.00
	HOTEL AND MEALS	DAY	0	$0.00	$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	1	$11,200.00	$11,200.00
	ELECTRICAL	LS	1	$47,621.00	$47,621.00
	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	1	$6,100.00	$6,100.00
	I & C PROGRAMMER	LS	0	$0.00	$0.00
	ASBESTOS INSPECTION	LS	1	$900.00	$900.00
	ARCHITECT	LS	1	$192,000.00	$192,000.00
				TOTAL DESIGN PHASE EXPENSES	$259,103.88

1/2 size per sheet =	$	0.50
Full size per sheet =	$	1.35
Spec per sheet =	$	0.10

GRAND TOTAL	$437,873.88
USE	$437,873.88

Fiscal Impact:

Allocated/Estimated Project Funding:	***Amount***
FY 2024 Approved Funding - Water & Sewer Enterprise Fund:	$ 250,000.00
FY 2025 Requested Funding - Water & Sewer Enterprise Fund:	$ 400,000.00
Total Approved Budget	**$ 650,000.00**
Expected Project Costs:	***Amount***
Project Costs - Design & Engineering - Water & Sewer Enterprise Fund (TO #331):	$437,873.88
Project Costs - Construction Management - Water & Sewer Enterprise Fund (TO #331):	TBD
Total Project Costs (Professional Engineering Services)	**$437,873.88**

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 Eckler Engineering, 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 Village 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 funds 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 Douglas K. Hammann, PE, 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

Eckler Engineering, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, FL 33067

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:

Village Clerk

VILLAGE OF PALM SPRINGS

By: _____
Mayor

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

Approved as to Form:

Village Attorney

WITNESSES:

Jeffrey R. Crick
(Name Printed or Typed)

Oscar L. Rubio
(Name Printed or Typed)

Eckler Engineering, Inc.

By: _____

Douglas K. Hammann, P.E.
President

State of Florida
County of ~~Palm Springs~~ Broward

BEFORE ME, the foregoing instrument, this 27th day of August, 2018, was acknowledged by Douglas K. Hammann, President, 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 27th day of August, 2018.

Notary Public
My Commission Expires:

(SEAL)

LINDA C. FRACASSO
MY COMMISSION # GG 073496
EXPIRES: May 1, 2021
Bonded Thru Notary Public Underwriters

Village of Palm Springs

Executive Brief

AGENDA DATE: August 8, 2024

DEPARTMENT: Administration

ITEM #9: Amendment #1 - Guaranteed Maximum Price (GMP) for Police Department Building Expansion Contract for Construction Manager at Risk Services - Kaufman Lynn Construction - (Task Order No. 269)

SUMMARY: Village staff is requesting approval of Amendment No. 1 to the Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc., approved December 8, 2022, to provide pre-construction and construction services for the expansion of the police department building. Amendment No. 1 is the guaranteed maximum price (GMP) of the construction costs for the police department expansion and renovations.

Kaufman Lynn has offered a GMP of **$14,163,938** for the building expansion and selected renovations to the existing building (a preliminary cost estimate of $14,142,971 was previously provided). The GMP excludes a conservative savings of 1.25% on sales tax for Village purchase exemptions. Village direct purchase of materials and equipment will result in an estimated savings of $131,750.

As noted at the April 18, 2024 special meeting, there are costs for the police department expansion/renovation that are not included in the GMP including furniture/furnishings and:

Kaufman Lynn's GMP	$14,163,938
Song & Associates costs to finalize construction drawings	$ 70,000
Village Responsibility: owner's representative	$ 200,000
Village Responsibility: network structural cabling	$ 210,782
Village Responsibility: security access control	$ 143,000
Village Responsibility: building systems control	$ 50,000
ESTIMATED TOTAL:	**$14,837,720**

Upon Council approval of the GMP, the construction manager will be issued a Notice to Proceed, Long-Lead Items (generator and switch gear) will be ordered, and temporary measures for police and fire access will be instituted.

Note: While Kaufman Lynn has worked with sub-contractors to obtain the lowest price for the various components of the building, the Village's Owner's Representative/Project Manager, Greg Siefker, will continue to review the construction drawings, specifications and schedules and provide "value engineering" recommendations on design and materials to guide a building expansion that 1) will allow continued operations in the existing portion of the building during construction, 2) can be constructed

within a 12-16 month timeframe based on supply chain knowledge, and 3) is within the Village's programmed budget.

Amendment #1 was prepared by the Village Attorney and reviewed by the Assistant Village Manager, Project Coordinator and Owner's Representative.

FISCAL IMPACT:

Funding to support the Police Department building expansion/renovation is available within the FY 2024 Budget and Proposed FY2025 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds. This project is expected to extend into FY26.

ATTACHMENTS:

1. Amendment No. 1 - Guaranteed Maximum Price
2. Exhibit "A" - GMP
3. Public Construction Bond
4. Form of Guarantee

GMP AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

This GMP Amendment to the Contract for Construction Manager at Risk Services ("GMP Amendment") is made as of the _____ day of _____, 2024, by and between the **Village of Palm Springs**, ("VILLAGE"), and **Kaufman Lynn Construction, Inc.** ("CM").

RECITALS

WHEREAS, on December 7, 2022, the VILLAGE and CM entered the Contract for Construction Manager at Risk Services ("Contract") for the Police Department Building Expansion Project (Project TO #269) ("Project"), which is incorporated herein by reference; and

WHEREAS, the VILLAGE and CM have negotiated a Guaranteed Maximum Price ("GMP") for the Project, including the CM's fees calculation in accordance with the terms of the Contract, whereby the CM will render construction and warranty services and other services as set forth herein and in the Contract; and

WHEREAS, the VILLAGE finds entering this GMP Amendment with the CM to construction and complete the Project serves a valid public purpose; and

WHEREAS, to the extent there is any conflict between the terms and conditions of this GMP Amendment and those of the Contract, this GMP Amendment shall control; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CM Representations. The CM's representations regarding review of the Construction Documents are set forth in Sections 2.1.8, 6.7, 19.1, and 20.2 of the Contract.

The CM's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the CM represents that the GMP represents the total cost for complete and functional systems.

3. Guaranteed Maximum Price. Pursuant to section 2.1.14 and Article 6 of the Contract, the VILLAGE and CM agree to a GMP of **Fourteen Million, One Hundred Sixty-Three Thousand, Nine Hundred Thirty-Eight Dollars ($14,163,938)** for the Project. The GMP is based on the itemized proposal set forth in **Exhibit "A"** attached hereto. Exhibit "A" also contains "CM's Clarifications and Assumptions." The Governing Order of the Contract Documents set forth in Section 1.8 of the Contract is amended as follows:

1. This Contract and any other Amendments to this Contract including the GMP Amendment, Work Authorizations, Work Orders, and Change Orders.

2. Construction Manager's Clarifications and Assumptions.
3. Special Conditions.
4. General Conditions.
5. The Project Manual dated July 27, 2023; provided, however, if such Project Manual conflicts with the GMP Set Drawings dated June 14 , 2024, the GMP Set Drawings shall control. Further, if the Project Manual conflicts with a subsequently issued change order or change directive, the change order or change directive shall control.
6. Insurance Certificates, Public Construction Bond, and Guarantee.
7. The Construction Documents not identified in #1 above (when approved) and Division 01 of the Project Manual.
8. The RFP
9. The Construction Manager's Proposal

"Cost Savings" as defined in Section 6.10 of the Contract shall be divided equally between CM and the VILLAGE; provided, however, CM's share of Cost Savings shall not exceed One Hundred Thousand Dollars ($100,000).

4. Contract Time, Liquidated Damages, and Punch List.

A. The Contract Time for completion of this GMP Amendment will be as follows: The CM shall achieve Substantial Completion as set forth in GC 71 of the General Conditions of the Contract within **430** calendar days from Commencement of the Work set forth in Section 2.2.2 of the Contract.

B. **Liquidated Damages** as described in further detail in the Contract and GC 80 of the General Conditions of the Contract, the VILLAGE shall be entitled to Liquidated Damages of **Two Thousand Dollars ($2,000.00)** per calendar day for the failure to achieve Substantial Completion within the time set forth above or any VILLAGE approved Change Order(s) or Written Amendment(s), until such time as Substantial Completion is achieved; and, the VILLAGE shall be entitled to Liquidated Damages of **Two Thousand Dollars ($2,000.00)** per calendar day for the failure to achieve Final Completion within sixty (60) days from the date of Substantial Completion. The VILLAGE may deduct such Liquidated Damages from CM's Final Payment. The CM's liability for Liquidated Damages shall be capped at an aggregate value of fifty percent (50%) of the CM Fee.

C. In accordance with GC 71 of the General Conditions of the Contract, specifically Section 71.2, the CM shall prepare and submit the initial comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed ("Punch List") when the CM considers the Project Substantially Complete. In accordance with Section 218.735(7), Florida Statutes, the CM's initial Punch List shall include the estimated cost to complete each item on the Punch List. The VILLAGE (including the A/E) shall have thirty-five (35) calendar days to review the CM's initial Punch List, revise and finalize the Punch List with the CM, and deliver the finalized Punch List to the CM. The CM shall complete all Punch List items within **sixty (60)** calendar days of the delivery of the finalized Punch List by the VILLAGE.

5. Insurance. The CM shall provide all insurance as required by the Contract except that the VILLAGE shall provide Builder's Risk Insurance for the Project. The VILLAGE will promptly provide the Builder's Risk policy to the CM. The CM shall be solely responsible without reimbursement from the VILLAGE for the Builder's Risk deductible up to $25,000 (per event or occurrence) for any damage arising from or related to the negligent acts, negligent omissions, and/or wrongful misconduct of the CM, Subcontractor, and/or others for whom the CM is utilizing to perform the Work. In all other cases, the VILLAGE shall be solely responsible for the Builder's Risk deductible.

6. Attachments. In addition to Exhibit "A", attached hereto and incorporated herein by reference are the following:

1. Public Construction Bond (which must be recorded by the CM and a certified copy provided to the Village prior to the commencement of Work);
2. Form of Guarantee;
3. Insurance Certificates (exchanged prior to Commencement of Work); and,
4. Affidavit of Compliance with Anti-Human Trafficking Laws.

6. Village's Project Representative and CM's Representative:

A. The Village's Project Representative as set forth in SC 2 of the Special Conditions of the Contract is changed from Walt Sanchez to **Greg Siefker**, whose contact information is: gsiefker@vpsfl.org or (561) 350-7699.

All payment applications, requests, and invoices must be submitted by the CM to the VILLAGE's Project Representative and A/E.

B. The CM's Representative is Eduardo Hernandez, whose contact information is: ehernandez@kaufmanlynn.com or (954)868-5508.

7. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, the CM shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors with twenty-five (25) or more employees (providing services or receiving funding under the Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, enter an agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and,

F. Be aware that if the VILLAGE terminates this Contract under Section 448.095(2)(c), Florida Statutes, the CM may not be awarded an agreement for at least one (1) year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

8. Entire Agreement. The VILLAGE and the CM agree that this GMP Amendment and the Contract set 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 the Contract including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

9. Legal Effect. This GMP Amendment shall not become binding and effective until approved by the VILLAGE Council. The Effective Date of this GMP Amendment if approved will be August 9, 2024.

10. Counterparts. This GMP Amendment 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 GMP Amendment.

11. Amendment. Except for the provisions of the Agreement specifically modified by this GMP Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

12. Authorized Signatories. The persons signing this GMP Amendment represent and warrant that they are authorized by the VILLAGE or CM to sign this GMP Amendment and bind the VILLAGE or CM to its terms and conditions.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and CM have caused this GMP Amendment to the Contract for Construction Manager at Risk Services to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONSTRUCTION MANAGER (CM): KAUFMAN LYNN CONSTRUCTION , INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

Exhibit "A"
(GMP Proposal - 42 Pages)

Public Construction Bond

Form of Guarantee

Insurance Certificates

VILLAGE OF PALM SPRING
OFFICE OF THE VILLAGE CLERK
226 Cypress Lane ▪ Palm Springs, FL ▪33461

Affidavit of Compliance with Anti-Human Trafficking Laws

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of **Kaufman Lynn Construction, Inc.**, ("CM") and attest that the CM does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare and swear or affirm that the above stated facts are true and correct.

_____
Print Name:
Print Title:

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of CM, who is personally known to me or who has produced_____ as identification.

Notary Seal:

_____
Notary Public Signature

KAUFMAN LYNN CONSTRUCTION

Village of Palm Springs Police Department Expansion

GMP

July 31, 2024

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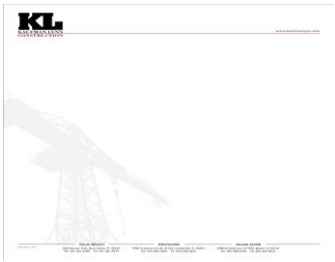
- GMP BUDGET ESTIMATE
- TAKE OFF SHEETS
- CLARIFICATIONS & ASSUMPTIONS
- DRAWING LOG
- PROJECT SCHEDULE
- SITE LOGISTICS PLAN

GMP BUDGET ESTIMATE

Project Data

Project Name	**Village of Palm Springs Police Expansion - GMP**
Location	230 Cypress Lane 33461
Plan Set Date	
Gross Project Area (Square Feet)	17400
Gross AC Area (Square Feet)	0
Net Leaseable Area (Square Feet)	0
Building Efficiency (Percentage)	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



Estimate Deliverable	
Owner	
Architect	
Document Level	

Division Summary of Estimate

Div	Description				Total Cost		$ / GSF	% / Total
1.1	GENERAL REQUIREMENTS			$	185,069	$	10.64	1.33%
2	SITEWORK			$	1,433,657	$	82.39	10.31%
3	CONCRETE			$	1,591,174	$	91.45	11.44%
4	MASONRY			$	-	$	-	0.00%
5	METALS			$	136,688	$	7.86	0.98%
6	WOODS, PLASTICS AND COMPOSITES			$	98,022	$	5.63	0.70%
7	THERMAL AND MOISTURE PROTECTION			$	894,824	$	51.43	6.43%
8	DOORS AND WINDOWS			$	1,553,355	$	89.27	11.17%
9	FINISHES			$	1,035,062	$	59.49	7.44%
10	SPECIALTIES			$	191,485	$	11.00	1.38%
11	EQUIPMENT			$	10,350	$	0.59	0.07%
12	FURNISHINGS			$	13,471	$	0.77	0.10%
13	SPECIAL CONSTRUCTION			$	-	$	-	0.00%
14	CONVEYING SYSTEMS			$	132,943	$	7.64	0.96%
15	MECHANICAL			$	1,220,820	$	70.16	8.78%
16	ELECTRICAL			$	1,818,076	$	104.49	13.07%
	SUBTOTAL			**$**	**10,314,996**	$	592.82	74.17%
1	GENERAL CONDITIONS			$	1,997,101	$	114.78	14.36%
50	INSURANCE, TAXES & BONDS		Distribute?					
	Kaufman Lynn Insurance	1.30%	Yes	$	180,802	$	10.39	1.30%
	Builder's Risk Insurance (To be Quoted)	0.00%	Yes	$	-	$	-	0.00%
	Builders Risk Insurance Deductible - By Owner	0%	No	$	-	$	-	0.00%
	Subcontractor Default Ins.	0.00%	Yes	$	-	$	-	0.00%
	Owner Contingency	3.00%	Yes	$	309,450	$	17.78	2.22%
	Contractor's Construction Contingency	3.00%	Yes	$	309,450	$	17.78	2.22%
	Owner Direct Purchase Program (ODP)	-1.25%	Yes	$	(128,937)	$	(7.41)	-0.93%
	Design Services	0.00%	Yes	$	-	$	-	0.00%
	SUBTOTAL			**$**	**670,765**	$	38.55	4.82%
	Contractor Overhead and Profit (Div 1 thru 50)	6.00%	Yes	$	778,972	$	44.77	5.60%
	Contractor's Payment and Performance Bond	1.05%	Yes	$	146,033	$	8.39	1.05%
	GRAND TOTAL			**$**	**13,907,866**	**$**	**799**	**100%**

TAKE OFF SHEETS

FIRST FLOOR PLAN - WEST | 1 | SCALE: 1/8" = 1'-0"

FLOOR PLAN LEGEND

- EXISTING TO REMAIN NOT PART OF RENOVATION
- EXISTING WALL
- CONCRETE MASONRY UNIT
- DRYWALL / STUD PARTITION

ROOM /SPACE TAG
ROOM NAME — ROOM NAME
150 SF — ROOM NUMBER
Length xWidth — ROOM AREA

DOOR TAG
101A — MORE THAN ONE DOOR ON THIS AREA
ROOM NUMBER

NOTE: REFER TO SHEETS A-600 FOR DOOR ELEVATIONS AND SCHEDULE.

NORTH ARROW
N — TRUE NORTH INDICATOR

BUILDING SECTION TAG
SIM / SHT — SECTION NO. / SHEET NO.

WALL SECTION / DETAIL TAG
SIM / SHT — SECTION NO. / SHEET NO.

EXTERIOR ELEVATION TAG
SHT — ELEVATION NO. / SHEET NO.

INTERIOR ELEVATION TAG
SHT — ELEVATION NO. / SHEET NO.

WALL/PARTITION TAG
W3 — WALL, PARTITION OR CHASE TYPE DETAIL NUMBER

POINT ELEVATION TAG
0'-0" — HEIGHT
DESCRIPTION — DESCRIPTION OF OBJECT

WINDOW TAG
— WINDOW NUMBER

NOTE: WINDOW TYPE REFER TO SHEET A-600

DETAIL TAG
TYP / SHEET — DETAIL NO. / SHEET NO.
LIMITS

WALL TAG
W2

REVISION TAG
— DETAIL NO.

SHEETNOTE TAG
9 — SHEETNOTE NUMBER

KEYNOTE TAG
00 00 00 — CSI MATERFORMAT DIVISION NUMBER

COLUMN GRID
XX — COLUMN GRID INDICATOR

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR ANY INCONSISTENCIES.

2. ALL DIMENSIONS FOR NEW WORK ARE TO FACE OF STUDS, FACE OF CMU OR CONC. AND CENTERLINES OF COLUMNS, UNLESS OTHERWISE INDICATED. ALL DIMENSIONS TO EXISTING ARE TO FACE OF FINISH UNLESS OTHERWISE INDICATED. DIMENSIONS TAKE PRECEDENCE OVER SCALING OF DRAWINGS.

3. INSTALL TYPICAL PARTITION TYPE P1 (REFER TO SHEET A-650) FOR ALL NEW PARTITIONS UNLESS OTHERWISE INDICATED.

4. ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.

5. PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR BUILT IN CASEWORK, EQUIPMENT SUPPORTS, TOILET ACCESSORIES, ETC. COORDINATE WITH ALL TRADES AS REQUIRED. PROVIDE G-185 COATING FOR PT WOOD ANCHORS.

6. VERIFY SIZES OF ALL OWNER PROVIDED EQUIPMENT AND COORDINATE ALL OPENINGS, CLEARANCES, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.

7. UPON COMPLETION OF THE WORK, PROPERTY AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT.

8. REFER TO CIVIL DRAWINGS FOR ALL GRADING INFORMATION.

9. REFER TO SHEETS ID-100 TO ID-202 FOR ENLARGED INTERIOR DESIGN FLOOR PLAN DRAWINGS, FINISH LEGENDS, FINISH SCHEDULES, DETAILS AND LOCATIONS.

GSF - New
GSF - Existing
Interior Doors
Exterior Doors - Level 5

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Architecture ● Planning ● Interior Design
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AA - 0003165 IB - 0001095

Seal : STATE OF FLORIDA Robert Castrovinci # AR98054 REGISTERED ARCHITECT
Name : Robert Castrovinci
License # : AR98054
Consultants :

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VILLAGE OF PALM SPRINGS

VILLAGE OF PALM SPRINGS POLICE BUILDING EXPANSION

230 CYPRESS LN, PALM SPRINGS, FL 33461

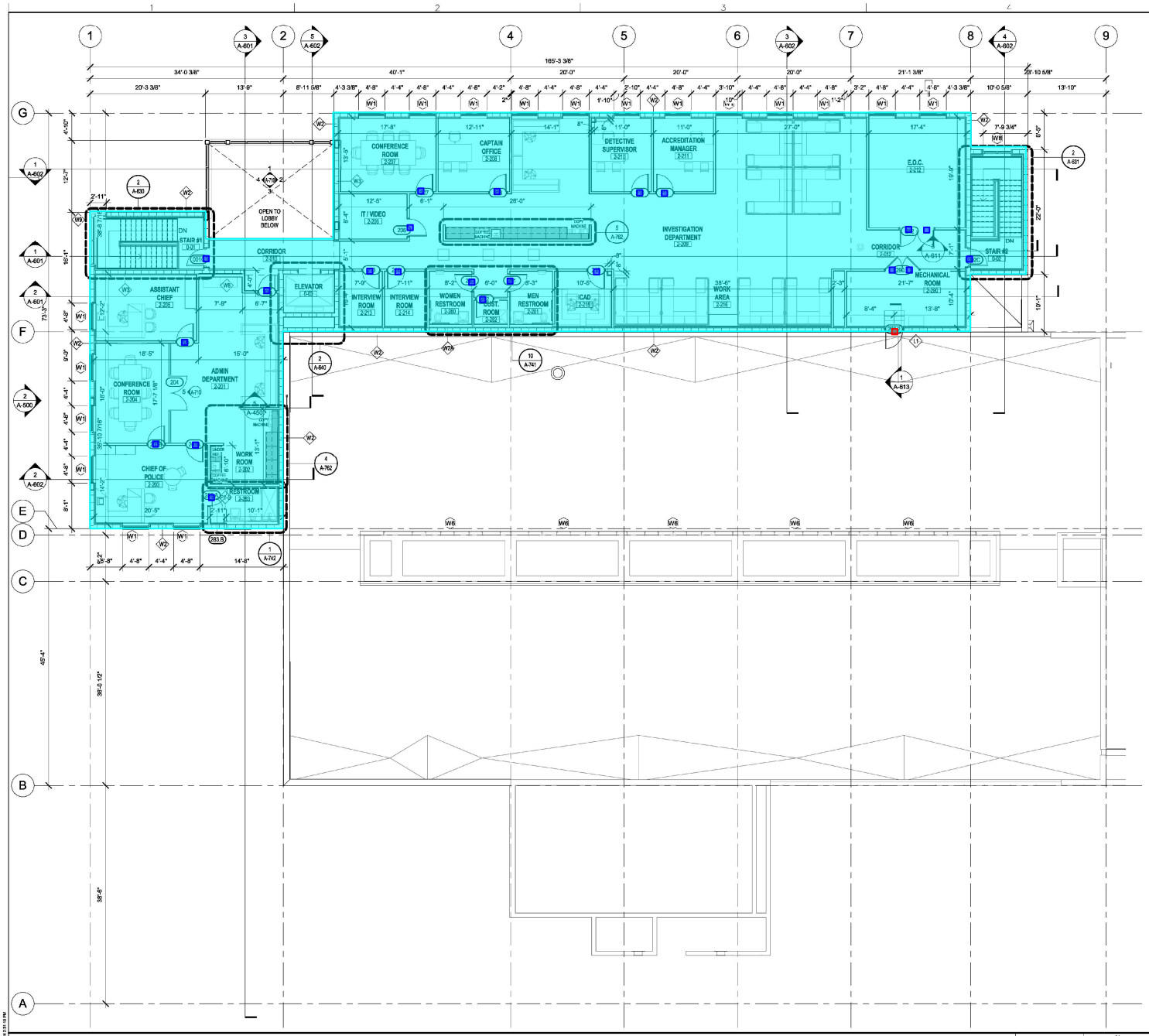
Key Plan :

REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : CR,WS
Checked By : HC
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title : FIRST FLOOR PLAN - WEST

Sheet # : A-201



SECOND FLOOR PLAN | 1 | SCALE: 1/8" = 1'-0"

FLOOR PLAN LEGEND

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- EXISTING WALL
- CONCRETE MASONRY UNIT
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GSF - New
Interior Doors
Exterior Doors - Level 5

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VILLAGE OF PALM SPRINGS

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230 CYPRESS LN, PALM SPRINGS, FL 33461

Key Plan :

REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : HC,WS
Checked By : RC
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title : SECOND FLOOR PLAN

Sheet # : A-203

FIRST FLOOR FINISH PLAN | 1 | SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. COLORS SHOWN DO NOT DEPICT ACTUAL COLORS SELECTED. REFER TO INTERIOR FINISH SPECIFICATIONS AND FINISH SCHEDULE FOR DETAILS.
2. ALL CHANGES OF PAINT COLORS SHALL START AND STOP AT INSIDE CORNERS. INTERIOR SURFACES TO BE PAINTED WITH TWO TOP COATS AND ONE COAT PRIMER.
3. PROVIDE ADA COMPLIANT TRANSITION STRIPS/SADDLES WHERE/VER FLOORING MATERIAL CHANGES OCCUR, INCLUDING EXISTING FLOORING TRANSITION TO CONCRETE. SUBMIT PROPOSED MATERIALS TO ARCHITECT FOR APPROVAL PRIOR TO ORDERING.
4. DIVIDER AND/OR TRANSITION STRIP TO BE CENTERED BETWEEN DOOR STOP(S).
5. WALL GRAPHICS DESIGN, INSTALLATION AND LOCATIONS SHALL BE COORDINATED BY OWNER.
6. ONLY NON-TOXIC, LOW OR NO VOC ADHESIVES SHALL BE USED FOR RESILIENT FLOORING INSTALLATIONS.

FINISH LEGEND

- CPT-1 CARPET TILE (PRIVATE OFFICES & OPEN WORK AREAS)
- CPT-1A CARPET TILE (ACCENT)
- CPT-2 CARPET TILE (ASSEMBLY AREAS)
- CPT-2A CARPET TILE (ACCENT)
- ESD-1 ELECTROSTATIC DISCHARGE
- EXISTING TO REMAIN
- LVT-1 LUXURY VINYL TILE
- PT-1 PORCELAIN TILE LOBBY & ELEVATOR
- PT-2/PT-5 PORCELAIN TILE RESTROOMS, CUSTODIAL ROOM
- PT-3 PORCELAIN TILE SHOWER
- PT-4 PORCELAIN TILE BREAKROOMS
- RT-1 RUBBER FLOOR TILE
- SCON SEALED CONCRETE
- VST-1 VINYL SHEET
- PNT-X ACCENT WALL(S)
- CORNER GUARD(S) / WALL
- WALL / CORNER GUARD(S)

MATERIAL LEGEND

ACT	ACOUSTIC CEILING TILE	PL	PLASTIC LAMINATE
ACG	ACOUSTIC CEILING GRILLE	PNT	PAINT
B	WALL BASE	PT	PORCELAIN TILE
CG	CORNER GUARDS	RT	RUBBER TILE
CPT	CARPET TILE	SCON	SEALED CONCRETE
CT	CERAMIC TILE	SS	SOLID SURFACE
DM	DECORATIVE MATERIAL	TS	TRANSITION STRIP
ESD	ELECTROSTATIC DISCHARGE	VST	VINYL SHEET
EXJ	EXPANSION JOINT	WD	WOOD DOORS
GWB	GYPSUM WALL BOARD	WDV	WOOD VENEER
LVT	LUXURY VINYL TILE	WS	WINDOW SHADES
PF	PRIVACY FILM		

- CPT2
- CPT2A
- TS-1 PT1 (NE)
- PT2
- TS-2 PT4
- TS-3 LVT1 (NE)
- Sealed Concrete
- TS-4 RT1 (NC)
- VST1
- TS-5 CPT1 (IE)
- CPT1A
- TS-6 ESD OR VST — LVT — SUBSTRATE

* REFER TO ID-201 AND ID-202 FOR TRANSITION STRIPS LOCATIONS

宋
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VILLAGE OF PALM SPRINGS

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230 CYPRESS LN, PALM SPRINGS, FL 33461

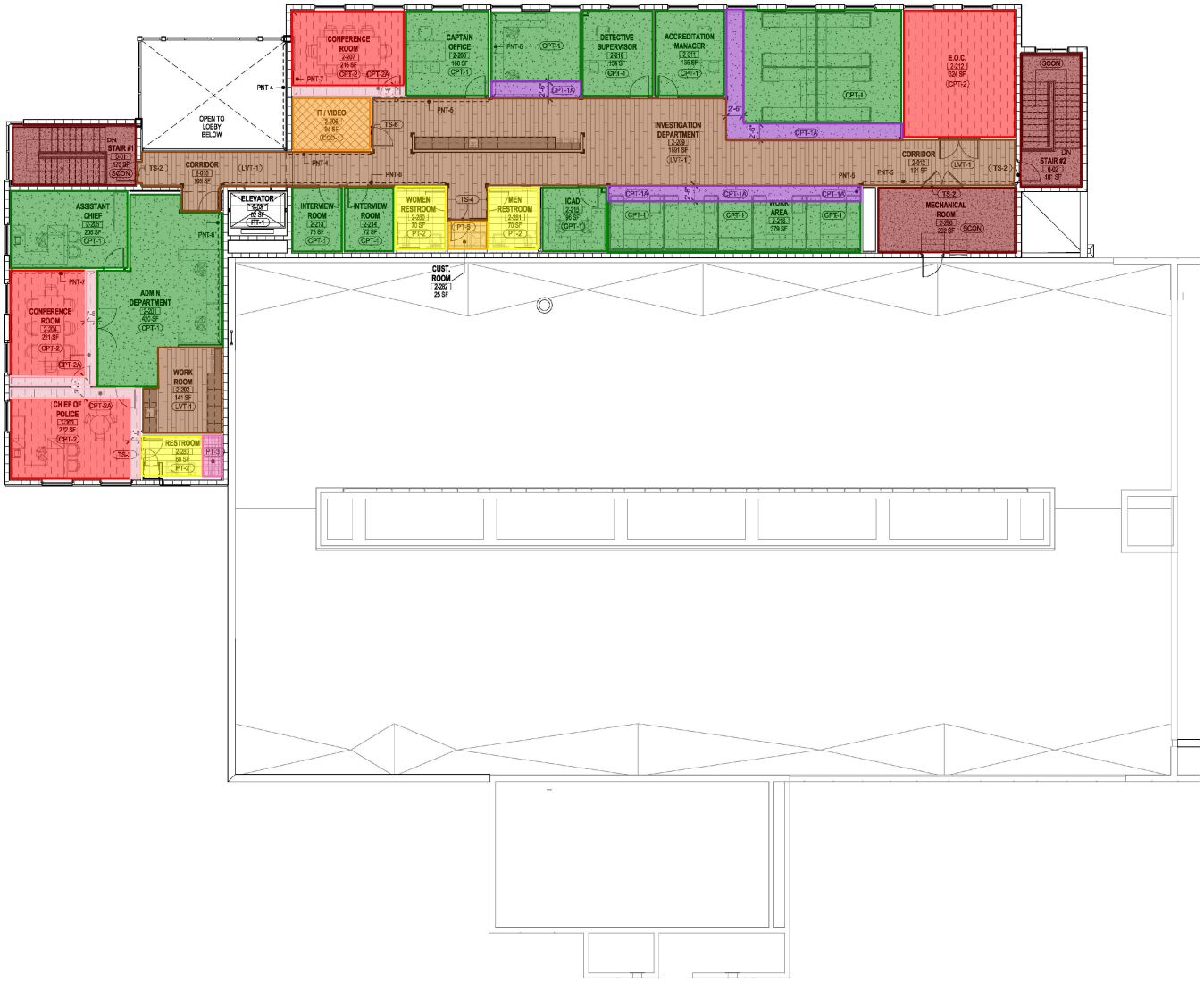
Key Plan :

REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : XX
Checked By : XX
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title : FIRST FLOOR FINISH PLAN

Sheet # : ID-201



SECOND FLOOR FINISH PLAN | 1 | SCALE: 1/8" = 1'-0"

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GWB	GYPSUM WALL BOARD	WDV	WOOD VENEER
LVT	LUXURY VINYL TILE	WS	WINDOW SHADES
PF	PRIVACY FILM		

TRANSITION LEGEND

- TS-1: CPT2 / Sealed Concrete
- TS-2: CPT1 / LVT1
- TS-3: PT2 / PT3
- TS-4: CPT2A / CPT1A
- TS-5: PT5 / ESD1
- TS-6: SUBSTRATE

* REFER TO ID-201 AND ID-202 FOR TRANSITION STRIPS LOCATIONS

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Key Plan :

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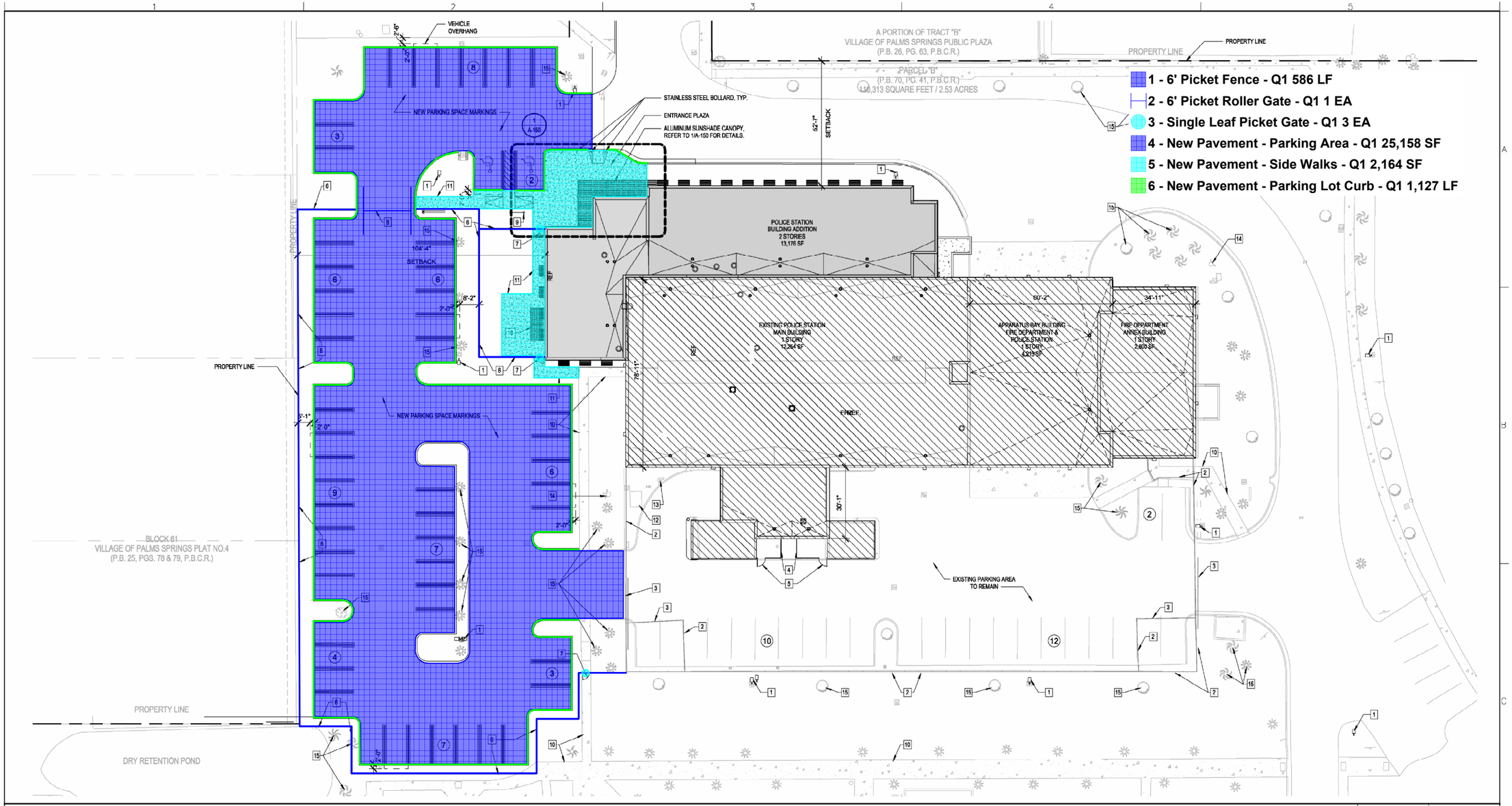
Checked By : XX
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title :

SECOND FLOOR FINISH PLAN

Sheet # :

ID-202



SITE PLAN 1

SCALE: 1" = 20'-0"

N

SITE PLAN LEGEND

- EXISTING BUILDING
- BUILDING ADDITION
- NEW CONCRETE SIDEWALK
- PROPERTY LINES
- EXISTING CHAIN LINK FENCE
- PICKET FENCE
- NEW SITE LIGHTS

SITE KEY NOTE

1. NEW LIGHT POLE, TYP. REFER TO ELECTRICAL DRAWINGS FOR DETAILS
2. EXISTING CHAIN LINK FENCE TO REMAIN
3. EXISTING CHAIN LINK GATE TO REMAIN
4. NOT USED
5. NOT USED
6. PROPOSED 6'H PICKET FENCE, TYP. REFER TO 10/A-150 FOR DETAILS
7. PROPOSED SINGLE LEAF PICKET GATE, TYP. REFER TO 5/A-150 FOR DETAILS
8. PROPOSED DOUBLE PICKET ROLLING GATE, TYP. REFER TO 9/A-150 FOR DETAILS
9. PROPOSED 25'-0" TAPERED ALUMINUM FLAG POLE, TYP. REFER TO 4/A-150 FOR DETAILS
10. EXISTING CONCRETE SIDEWALK TO REMAIN
11. PROPOSED CONCRETE SIDEWALK, REFER TO CIVIL DRAWINGS FOR DETAILS
12. EXISTING FPL TRANSFORMER TO REMAIN
13. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN
14. EXISTING FIRE HYDRANT TO REMAIN
15. EXISTING VEGETATION TO REMAIN, TYP. REFER TO TREE DISPOSITION PLAN ON SHEET TD1 FOR DETAILS.
16. ALUMINUM CANOPY, TYP. REFER TO 1/A-152 FOR DETAILS

SITE DATA

SITE DATA:

NAME OF PROJECT:	VILLAGE OF PALM SPRINGS - POLICE BUILDING RENOVATION & EXPANSION
LAND USE DESIGNATION:	MUNICIPAL
ZONING:	G - GOVERNMENTAL
PROPERTY LOT ADDRESS:	226 CYPRESS LANE, PALM SPRINGS, FL 33461
SUBDIVISION:	VILLAGE OF PALM SPRINGS GOVERNMENTAL AREA
MUNICIPALITY:	PALM SPRINGS
PROPERTY CONTROL NUMBER:	70-43-44-18-38-002-
PROPERTY GROSS AREA:	19.5397 ACRES = 851,149 SF

BUILDING CALCULATIONS:

EXISTING BUILDING HEIGHT:	27'-6"
MAXIMUM ALLOWED BUILDING HEIGHT:	35'-0"
PROPOSED BUILDING EXPANSION NEW HEIGHT:	35'-0"
EXISTING BUILDING AREA:	19,267 SF
PROPOSED BUILDING EXPANSION AREA:	13,176 SF
NEW TOTAL BUILDING AREA:	32,443 SF
AREA OF PARCEL:	851,149 SF
MAXIMUM ALLOWED LOT COVERAGE:	45%
TOTAL AREA OF EXISTING BUILDINGS ON PARCEL:	63,077 SF
LOT COVERAGE OF EXISTING BUILDINGS ON PARCEL:	7.48%
PROPOSED NEW TOTAL AREA BUILDINGS ON PARCEL:	76,785 SF
PROPOSED NEW LOT COVERAGE ON PARCEL:	9.02%

PARKING CALCULATIONS:

EXISTING PARKING ASSIGNED TO PUBLIC SAFETY:	98 SPACES
PROPOSED PARKING COUNT ASSIGNED TO PUBLIC SAFETY:	85 SPACES
TOTAL PARKING SPACES REMOVED:	13 SPACES

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Fax: 561-655-1482
AA - 0003165 IB - 0001095

Seal :

STATE OF FLORIDA — Robert Castrovinci — AR98054 — REGISTERED ARCHITECT

Name : Robert Castrovinci
License # : AR98054

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

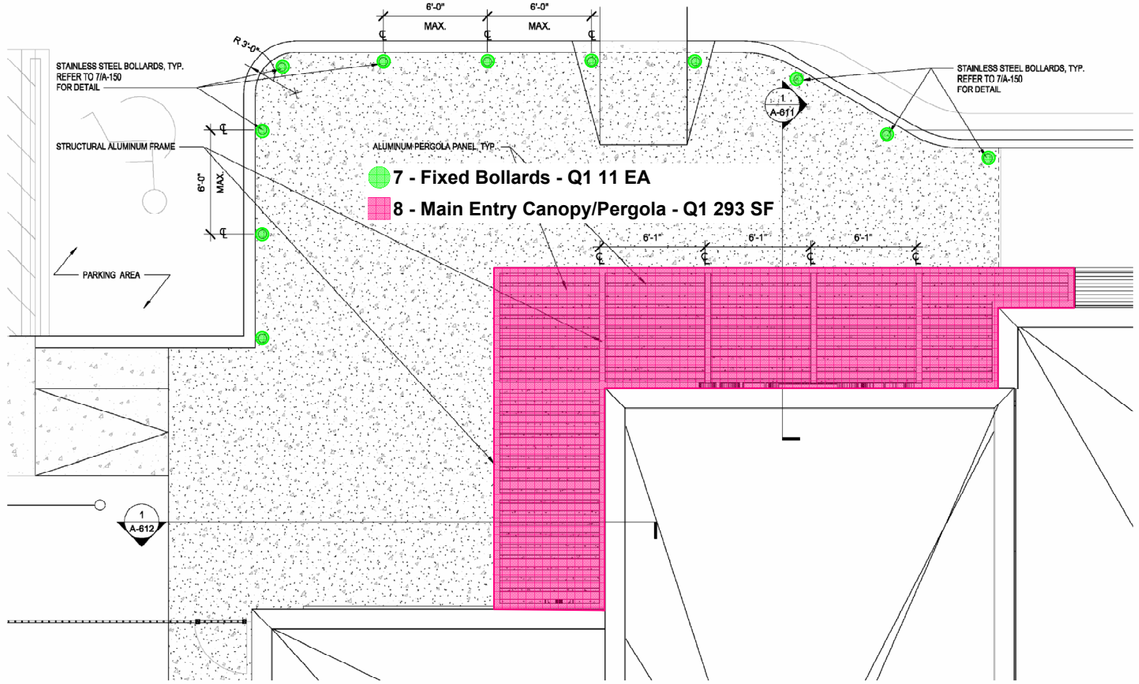
Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : HC
Checked By : RC

Phase :
100% CONSTRUCTION DOCUMENTS

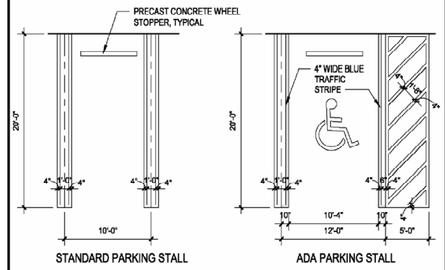
Sheet Title :
SITE PLAN

Sheet # :
A-100

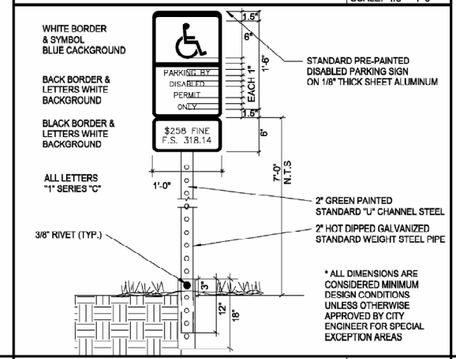
DATE: 6/17/2024 2:39:54 PM



ENLARGED CANOPY PLAN | 1
SCALE: 1/4" = 1'-0"



PARKING STALL | 2
SCALE: 1/8" = 1'-0"

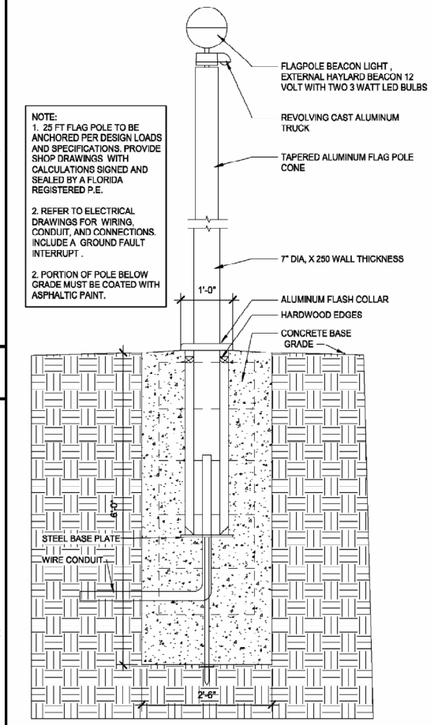


ADA PARKING SIGNAGE | 3
SCALE: 1" = 1'-0"

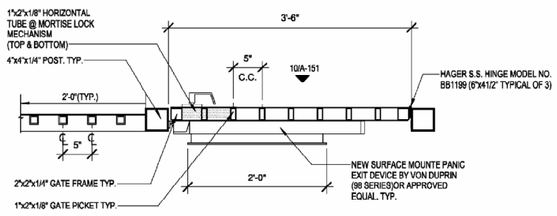
NOTE:
1. 25 FT FLAG POLE TO BE ANCHORED PER DESIGN LOADS AND SPECIFICATIONS. PROVIDE SHOP DRAWINGS WITH CALCULATIONS SIGNED AND SEALED BY A FLORIDA REGISTERED P.E.

2. REFER TO ELECTRICAL DRAWINGS FOR WIRING, CONDUIT, AND CONNECTIONS. INCLUDE A GROUND FAULT INTERRUPT .

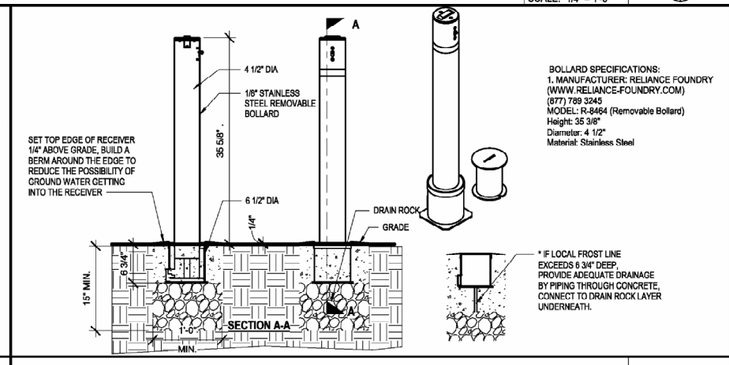
2. PORTION OF POLE BELOW GRADE MUST BE COATED WITH ASPHALTIC PAINT.



FLAG POLE FOOTING DETAIL1 | 4
SCALE: 3/4" = 1'-0"

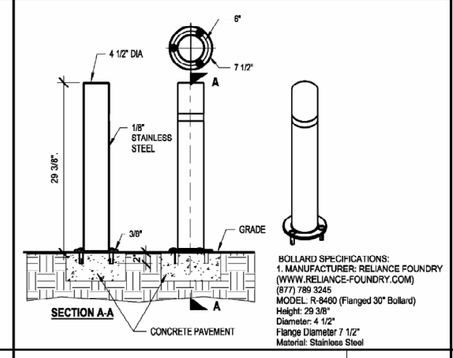


SINGLE PICKET GATE DETAIL | 5
SCALE: 1" = 1'-0"



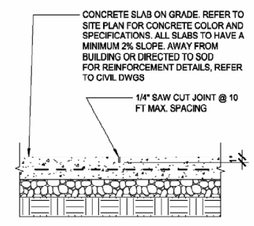
BOLLARD SPECIFICATIONS:
1. MANUFACTURER: RELIANCE FOUNDRY (WWW.RELIANCE-FOUNDRY.COM)
(877) 789 3245
MODEL: R-8464 (Removable Bollard)
Height: 35 3/8"
Diameter: 4 1/2"
Material: Stainless Steel

REMOVABLE BOLLARD | 6
SCALE: 1" = 1'-0"

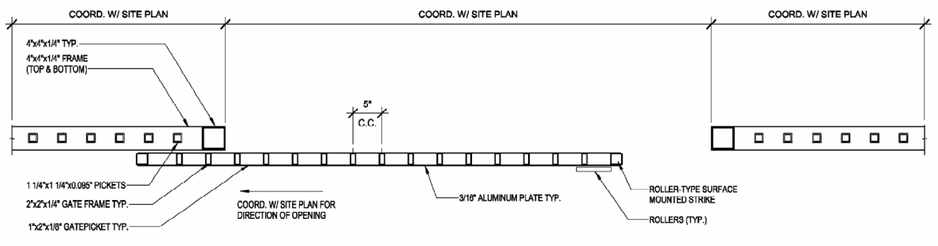


BOLLARD SPECIFICATIONS:
1. MANUFACTURER: RELIANCE FOUNDRY (WWW.RELIANCE-FOUNDRY.COM)
(877) 789 3245
MODEL: R-8460 (Flanged 30" Bollard)
Height: 29 3/8"
Diameter: 4 1/2"
Flange Diameter 7 1/2"
Material: Stainless Steel

FIXED BOLLARD | 7
SCALE: 1" = 1'-0"

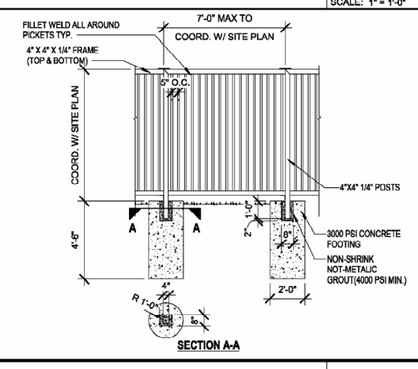


SAWCUT JOINT | 8
SCALE: 1" = 1'-0"

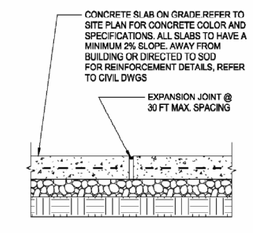


NOTE : FINISH PAINT TO BE STANDARD BLACK POWDER COATING POLYVINYLDENE FLOURIDE RESIN AS APPROVED BY VILLAGE OF PALM SPRINGS

TYP. DOUBLE PICKET ROLLING GATE DETAIL | 9
SCALE: 1" = 1'-0"



PICKET FENCE ELEVATION | 10
SCALE: 1/4" = 1'-0"



EXPANSION JOINT | 11
SCALE: 1" = 1'-0"

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Seal :
STATE OF FLORIDA · Robert Castrovinci · AR98054 · REGISTERED ARCHITECT

Name : Robert Castrovinci
License # : AR98054
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 :

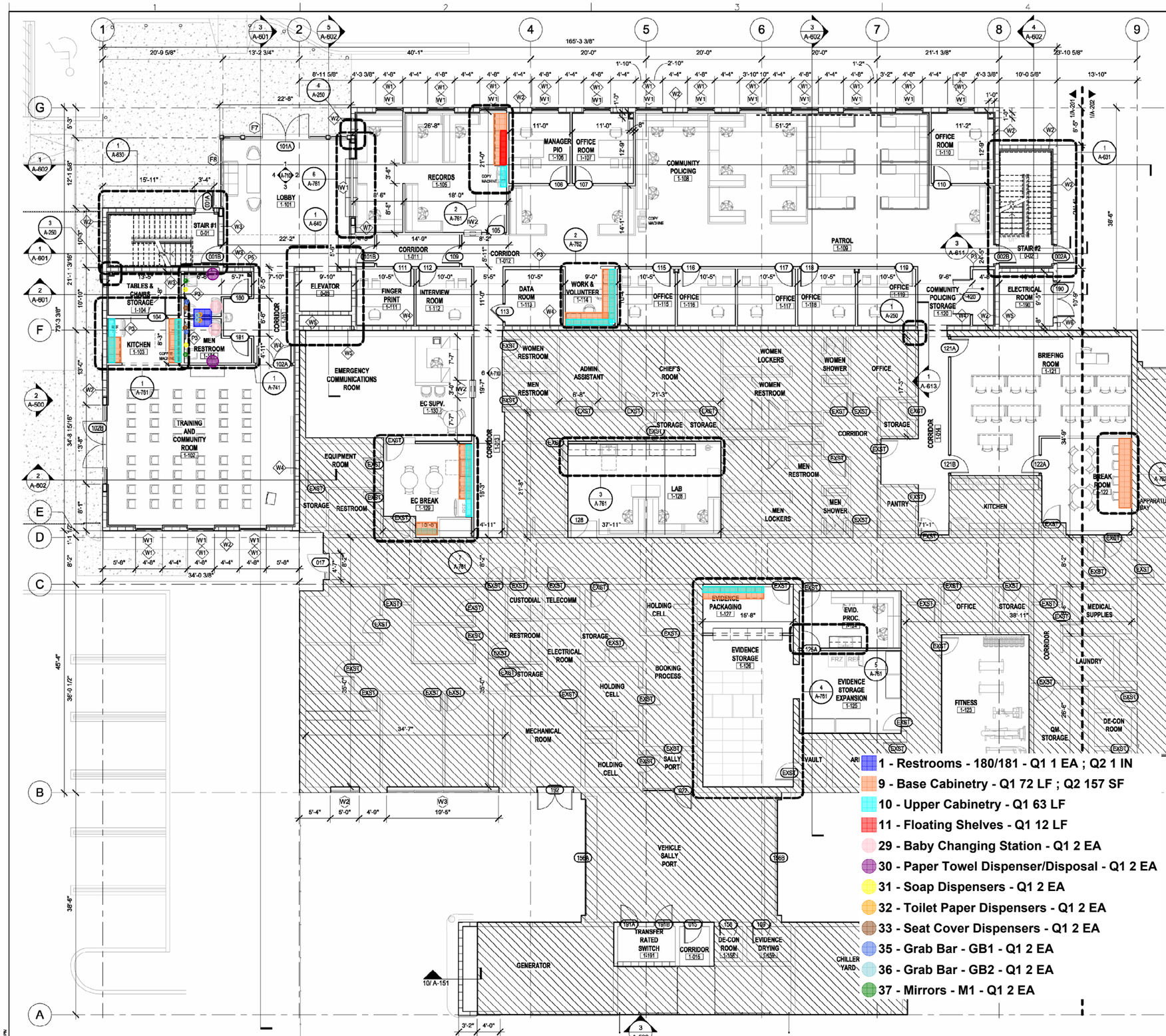
REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : HC,WS
Checked By : RC

Phase :
100% CONSTRUCTION DOCUMENTS

Sheet Title :
SITE DETAILS

Sheet # :
A-150



FIRST FLOOR PLAN - WEST | 1 | SCALE: 1/8" = 1'-0"

FLOOR PLAN LEGEND

- EXISTING TO REMAIN NOT PART OF RENOVATION
- EXISTING WALL
- CONCRETE MASONRY UNIT
- DRYWALL / STUD PARTITION

ROOM /SPACE TAG: ROOM NAME; 150 SF — ROOM NUMBER; Length xWidth — ROOM AREA

WALL/PARTITION TAG: WX — WALL PARTITION OR CHASE TYPE DETAIL NUMBER

DOOR TAG: 101A — MORE THAN ONE DOOR ON THIS AREA; ROOM NUMBER

NOTE: REFER TO SHEETS A-800 FOR DOOR ELEVATIONS AND SCHEDULE.

POINT ELEVATION TAG: 0'-0" — HEIGHT; DESCRIPTION — DESCRIPTION OF OBJECT

WINDOW TAG: # — WINDOW NUMBER

NOTE: WINDOW TYPE REFER TO SHEET A-800

NORTH ARROW: N — TRUE NORTH INDICATOR

DETAIL TAG: TYP — DETAIL NO.; SHEET — SHEET NO.; LIMITS

BUILDING SECTION TAG: # SIM SHT — SIM — SECTION NO.; SHEET NO.

WALL TAG: WX

WALL SECTION / DETAIL TAG: # SIM SHT — SECTION NO.; SHEET NO.

REVISION TAG: # — DETAIL NO.

SHEETNOTE TAG: 0 — SHEETNOTE NUMBER

EXTERIOR ELEVATION TAG: # SHT — ELEVATION NO.; SHEET NO.

KEYNOTE TAG: 00 00 00 — CSI MATERFORMAT DIVISION NUMBER

INTERIOR ELEVATION TAG: # SHT # — ELEVATION NO.; SHEET NO.

COLUMN GRID: XX — COLUMN GRID INDICATOR

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR ANY INCONSISTENCIES.
2. ALL DIMENSIONS FOR NEW WORK ARE TO FACE OF STUDS, FACE OF CMU OR CONC. AND CENTERLINES OF COLUMNS, UNLESS OTHERWISE INDICATED. ALL DIMENSIONS TO EXISTING ARE TO FACE OF FINISH UNLESS OTHERWISE INDICATED. DIMENSIONS TAKE PRECEDENCE OVER SCALING OF DRAWINGS.
3. INSTALL TYPICAL PARTITION TYPE P1 (REFER TO SHEET A-650) FOR ALL NEW PARTITIONS UNLESS OTHERWISE INDICATED.
4. ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.
5. PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR BUILT IN CASEWORK, EQUIPMENT SUPPORTS, TOILET ACCESSORIES, ETC. COORDINATE WITH ALL TRADES AS REQUIRED. PROVIDE G-185 COATING FOR PT WOOD ANCHORS.
6. VERIFY SIZES OF ALL OWNER PROVIDED EQUIPMENT AND COORDINATE ALL OPENINGS, CLEARANCES, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.
7. UPON COMPLETION OF THE WORK, PROPERTY AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT.
8. REFER TO CIVIL DRAWINGS FOR ALL GRADING INFORMATION.
9. REFER TO SHEETS ID-100 TO ID-202 FOR ENLARGED INTERIOR DESIGN FLOOR PLAN DRAWINGS, FINISH LEGENDS, FINISH SCHEDULES, DETAILS AND LOCATIONS.

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Fax: 561-655-1482
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Seal : STATE OF FLORIDA — Robert Castrovinci — AR98054 — REGISTERED ARCHITECT

Name : Robert Castrovinci
License # : AR98054
Consultants :

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VILLAGE OF PALM SPRINGS

VILLAGE OF PALM SPRINGS POLICE BUILDING EXPANSION

230 CYPRESS LN, PALM SPRINGS, FL 33461

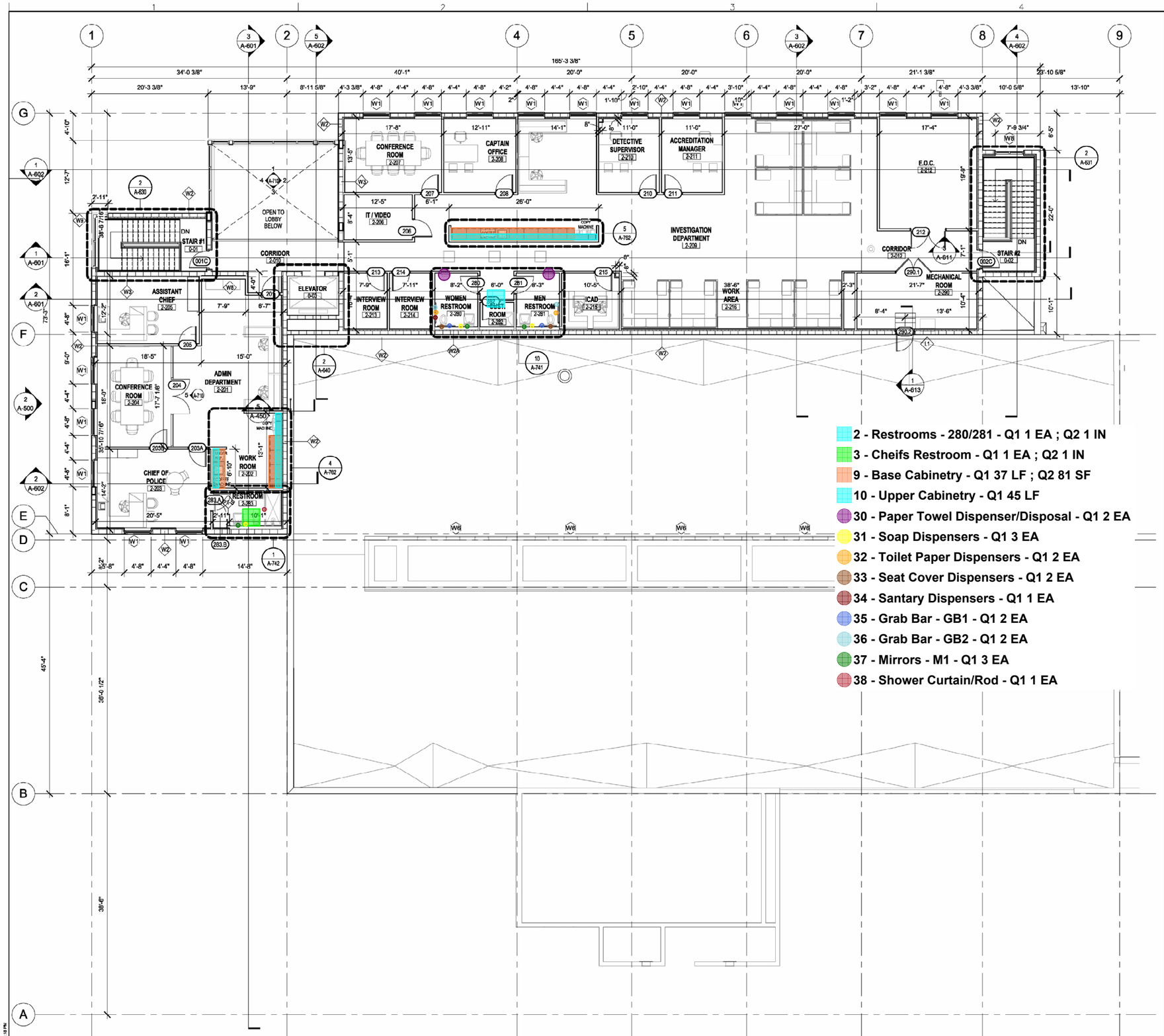
Key Plan :

REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : CR,WS
Checked By : HC
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title : FIRST FLOOR PLAN - WEST

Sheet # : A-201



FLOOR PLAN LEGEND

- EXISTING TO REMAIN NOT PART OF RENOVATION
- EXISTING WALL
- CONCRETE MASONRY UNIT
- DRYWALL / STUD PARTITION

ROOM /SPACE TAG: ROOM NAME; 150 SF — ROOM NUMBER; Length xWidth — ROOM AREA

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NOTE: REFER TO SHEETS A-800 FOR DOOR ELEVATIONS AND SCHEDULE.

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BUILDING SECTION TAG: # SIM / SHT — SECTION NO. / SHEET NO.

WALL SECTION / DETAIL TAG: # SIM / SHT — SECTION NO. / SHEET NO.

EXTERIOR ELEVATION TAG: # / SHT — ELEVATION NO. / SHEET NO.

INTERIOR ELEVATION TAG: # / SHT — ELEVATION NO. / SHEET NO.

WALL/PARTITION TAG: WX — WALL PARTITION OR CHASE TYPE DETAIL NUMBER

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SHEETNOTE TAG: 0 — SHEETNOTE NUMBER

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3. INSTALL TYPICAL PARTITION TYPE P1 (REFER TO SHEET A-650) FOR ALL NEW PARTITIONS UNLESS OTHERWISE INDICATED.

4. ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.

5. PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR BUILT IN CASEWORK, EQUIPMENT SUPPORTS, TOILET ACCESSORIES, ETC. COORDINATE WITH ALL TRADES AS REQUIRED. PROVIDE G-185 COATING FOR PT WOOD ANCHORS.

6. VERIFY SIZES OF ALL OWNER PROVIDED EQUIPMENT AND COORDINATE ALL OPENINGS, CLEARANCES, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.

7. UPON COMPLETION OF THE WORK, PROPERTY AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT.

8. REFER TO CIVIL DRAWINGS FOR ALL GRADING INFORMATION.

9. REFER TO SHEETS ID-100 TO ID-202 FOR ENLARGED INTERIOR DESIGN FLOOR PLAN DRAWINGS, FINISH LEGENDS, FINISH SCHEDULES, DETAILS AND LOCATIONS.

SECOND FLOOR PLAN | 1 | SCALE: 1/8" = 1'-0"

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Architecture • Planning • Interior Design
1545 Centrepark Drive North
West Palm Beach, Florida 33401
Telephone: 561-655-2423
Fax: 561-655-1482
AA - 0003165 IB - 0001095

Seal : STATE OF FLORIDA — Robert Castrovinci — AR98054 — REGISTERED ARCHITECT

Name : Robert Castrovinci
License # : AR98054
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 : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : HC,WS
Checked By : RC

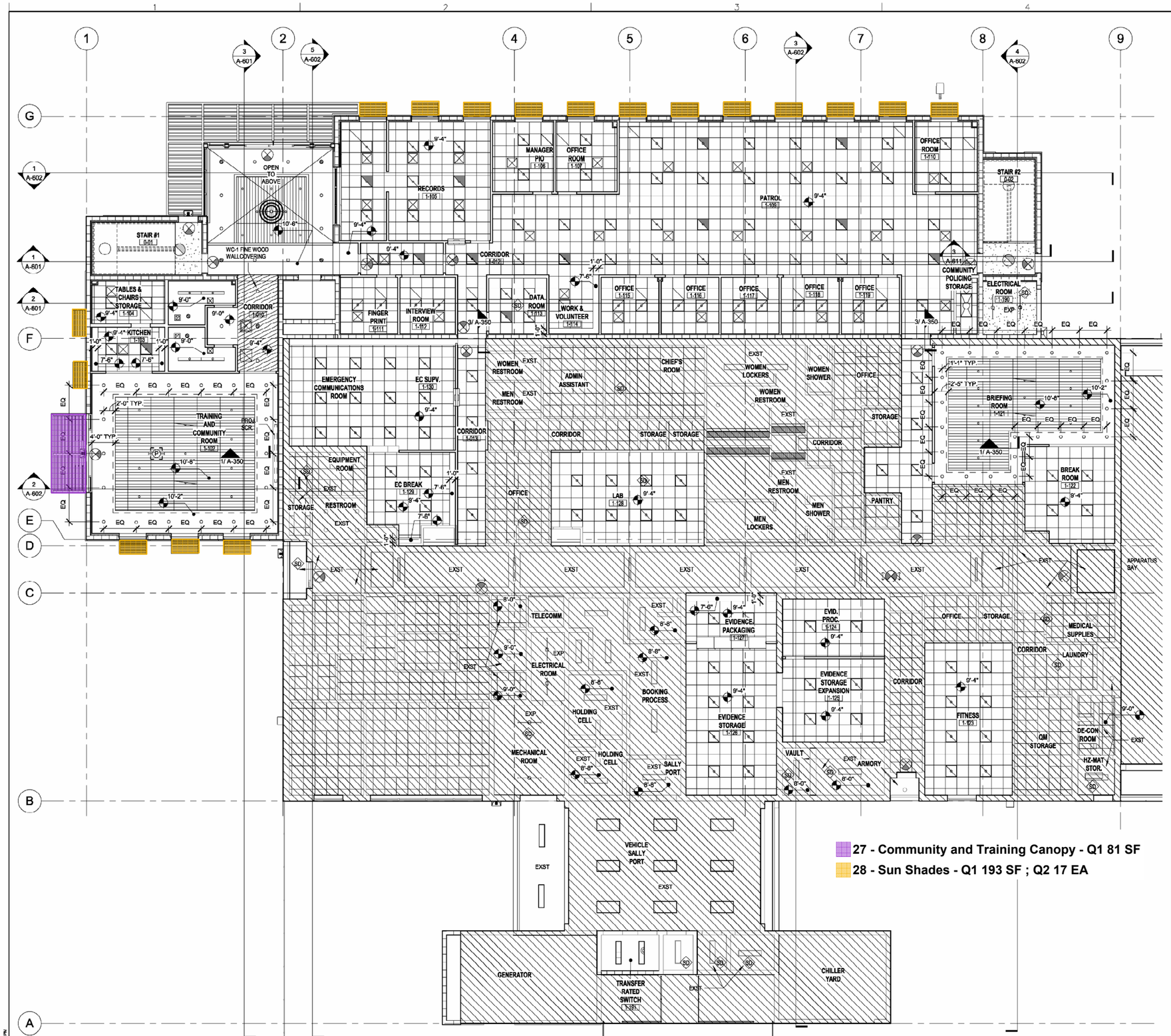
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title :

SECOND FLOOR PLAN

Sheet # :

A-203



FIRST FLOOR REFLECTED CEILING PLAN | 1

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

GENERAL NOTES

1. ALL FIXTURES AND DEVICES SHALL BE INSTALLED ON THE CENTERLINE OF CEILING TILE OR SPACE UNLESS OTHERWISE NOTED.
2. ALL SOFFITS SHALL ALIGN WITH WALLS OR CORNERS AT ALL LOCATIONS WHERE SOFFITS MEET WALLS OR CORNERS AS TO PROVIDE A FLUSH FINISH.
3. TAPE AND FINISH ALL INSIDE JOINTS.
4. PROVIDE CORNER BEADS FOR ALL OUTSIDE JOINTS.
5. CONTRACTOR TO COORDINATE ALL DISCIPLINES TO ENSURE ALL DUCTWORK, EQUIPMENT, FIXTURES, PIPES, CONDUITS, SUSPENSION AND ACOUSTIC SYSTEMS NECESSARY TO MAINTAIN CEILING ELEVATIONS.
6. CONTRACTOR TO COORDINATE ALL DUCT LOCATIONS W. OTHER TRADES. ARCHITECT TO REVIEW AND HAVE FINAL APPROVAL FOR ALL EXPOSED CEILING SURFACES.
7. ALL EXTERIOR STUCCO CEILING FRAMING TO BE PROVIDED IN SHOP DRAWINGS BY SPECIFIED STRUCTURAL ENGINEER.
8. ALLIGN SOFFIT WITH WALL.
9. ALIGN SOFIT WITH CORNER.
10. ALIGN SOFFIT WITH FACE OF COLUMN.
11. UNLESS OTHERWISE NOTED, ALL CEILINGS TO INSTALLED AT 9'-4" AFF.

REFLECTED CEILING PLAN LEGEND

WALL SECTION / DETAIL TAG
- SECTION NO.
- SHEET NO.

DETAIL REFERENCE TAG
- DETAIL NO.
- SHEET NO.
- LIMITS

CEILING HEIGHT TAG
- 0' - 0" — CEILING HEIGHT AS MEASURED FROM FINISH FLOOR

CEILING MATERIAL
- EXISTING TO REMAIN
- EXP — EXPOSED STRUCTURE
- WOOD VENEER : (MATCH TO DOOR FINISH)
- GWB CEILING SOFFIT / BULKHEAD
- 2'X2' LAY IN ACOUSTICAL CEILING TILE
- 2'X4' CIRRUS SFCOND LOOK INTERLUDE GRID

- 2X2 DIRECT/INDIRECT FIXTURE
- 2X2 EMERGENCY FIXTURE
- LINEAR FLEXIBLE FIXTURE
- RECESSED FIXTURE
- RECESSED EMERGENCY FIXTURE
- 1X4 SURFACE MOUNTED FIXTURE
- 1X4 SURFACE MOUNTED EMERGENCY FIXTURE
- LINEAR LIGHTING FIXTURE
- SUSPENDED PENDANT FIXTURE
- SURFACE MOUNTED EMERGENCY FIXTURE
- SUSPENDED FIXTURE
- SUSPENDED EMERGENCY FIXTURE
- SW1- EXTERIOR WALL MOUNTED FIXTURE
- SW- EXTERIOR WALL MOUNTED FIXTURE
- (P) — CEILING MOUNTED PROJECTOR
- CEILING MOUNTED PROJECTION SCREEN
- LIGHTED EXIT SIGN - SINGLE FACED DARKEND AREA INDICATES FACE OF SIGN VIEWED.
- LIGHTED EXIT SIGN - DOUBLE FACED DARKEND AREA INDICATES FACE OF SIGN VIEWED
- LIGHTED DIRECTIONAL EXIT SIGN - SINGLE FACEDARROW INDICATES DIRECTION(S) TO EXIT
- LIGHTED DIRECTIONAL EXIT SIGN - DOUBLE FACED ARROW INDICATES DIRECTION(S) TO EXIT
- LIGHTED WALL MOUNTED EXIT SIGN - SINGLE FACED DARKENED AREA INDICATES FACE OF SIGN VIEWED
- RETURN AIR GRILLE
- SUPPLY AIR GRILLE
- EXHAUST GRILLE
- SD — SMOKE DETECTOR

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Seal :

STATE OF FLORIDA — Robert Castrovinci — AR98054 — REGISTERED ARCHITECT

Name : Robert Castrovinci
License # : AR98054
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 :

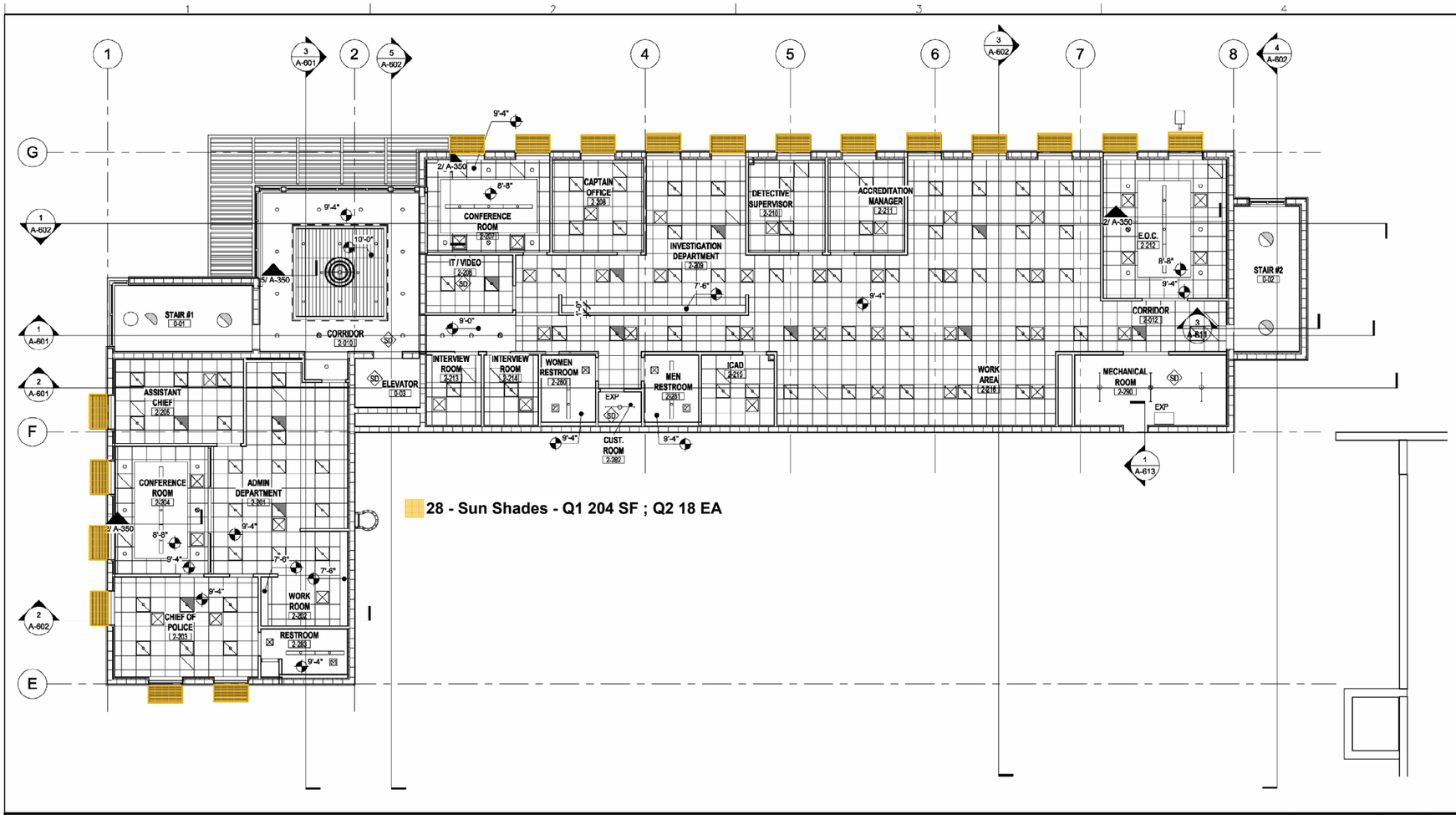
REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : HC
Checked By : RC

Phase :
100% CONSTRUCTION DOCUMENTS

Sheet Title :
FIRST FLOOR REFLECTED CEILING PLAN

Sheet # :
A-301



SECOND FLOOR REFLECTED CEILING PLAN | 1 | SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. ALL FIXTURES AND DEVICES SHALL BE INSTALLED ON THE CENTERLINE OF CEILING TILE OR SPACE UNLESS OTHERWISE NOTED.
2. ALL SOFFITS SHALL ALIGN WITH WALLS OR CORNERS AT ALL LOCATIONS WHERE SOFFITS MEET WALLS OR CORNERS AS TO PROVIDE A FLUSH FINISH.
3. TAPE AND FINISH ALL INSIDE JOINTS.
4. PROVIDE CORNER BEADS FOR ALL OUTSIDE JOINTS.
5. CONTRACTOR TO COORDINATE ALL DISCIPLINES TO ENSURE ALL DUCTWORK, EQUIPMENT, FIXTURES, PIPES, CONDUITS, SUSPENSION AND ACOUSTIC SYSTEMS NECESSARY TO MAINTAIN CEILING ELEVATIONS.
6. CONTRACTOR TO COORDINATE ALL DUCT LOCATIONS W. OTHER TRADES. ARCHITECT TO REVIEW AND HAVE FINAL APPROVAL FOR ALL EXPOSED CEILING SURFACES.
7. ALL EXTERIOR STUCCO CEILING FRAMING TO BE PROVIDED IN SHOP DRAWINGS BY SPECIFIED STRUCTURAL ENGINEER.
8. ALLIGN SOFFIT WITH WALL.
9. ALIGN SOFIT WITH CORNER.
10. ALIGN SOFFIT WITH FACE OF COLUMN.
11. UNLESS OTHERWISE NOTED, ALL CEILINGS TO INSTALLED AT 9'-4" AFF.

REFLECTED CEILING PLAN LEGEND

WALL SECTION / DETAIL TAG
- SECTION NO.
- SHEET NO.

DETAIL REFERENCE TAG
- DETAIL NO.
- SHEET NO.
- LIMITS

CEILING HEIGHT TAG
- 0' - 0" — CEILING HEIGHT AS MEASURED FROM FINISH FLOOR

CEILING MATERIAL
- EXISTING TO REMAIN
- EXP — EXPOSED STRUCTURE
- WOOD VENEER : (MATCH TO DOOR FINISH)
- GWB CEILING SOFFIT / BULKHEAD
- 2'X2' LAY IN ACOUSTICAL CEILING TILE
- 2'X4' CIRRUS SECOND LOOK INTERLUDE GRID

- 2X2 DIRECT/INDIRECT FIXTURE
- 2X2 EMERGENCY FIXTURE
- LINEAR FLEXIBLE FIXTURE
- RECESSED FIXTURE
- RECESSED EMERGENCY FIXTURE
- 1X4 SURFACE MOUNTED FIXTURE
- 1X4 SURFACE MOUNTED EMERGENCY FIXTURE
- LINEAR LIGHTING FIXTURE
- SUSPENDED PENDANT FIXTURE
- SURFACE MOUNTED EMERGENCY FIXTURE
- SUSPENDED FIXTURE
- SUSPENDED EMERGENCY FIXTURE
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VILLAGE OF PALM SPRINGS

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230 CYPRESS LN, PALM SPRINGS, FL 33461

Key Plan :

REVISION	DATE

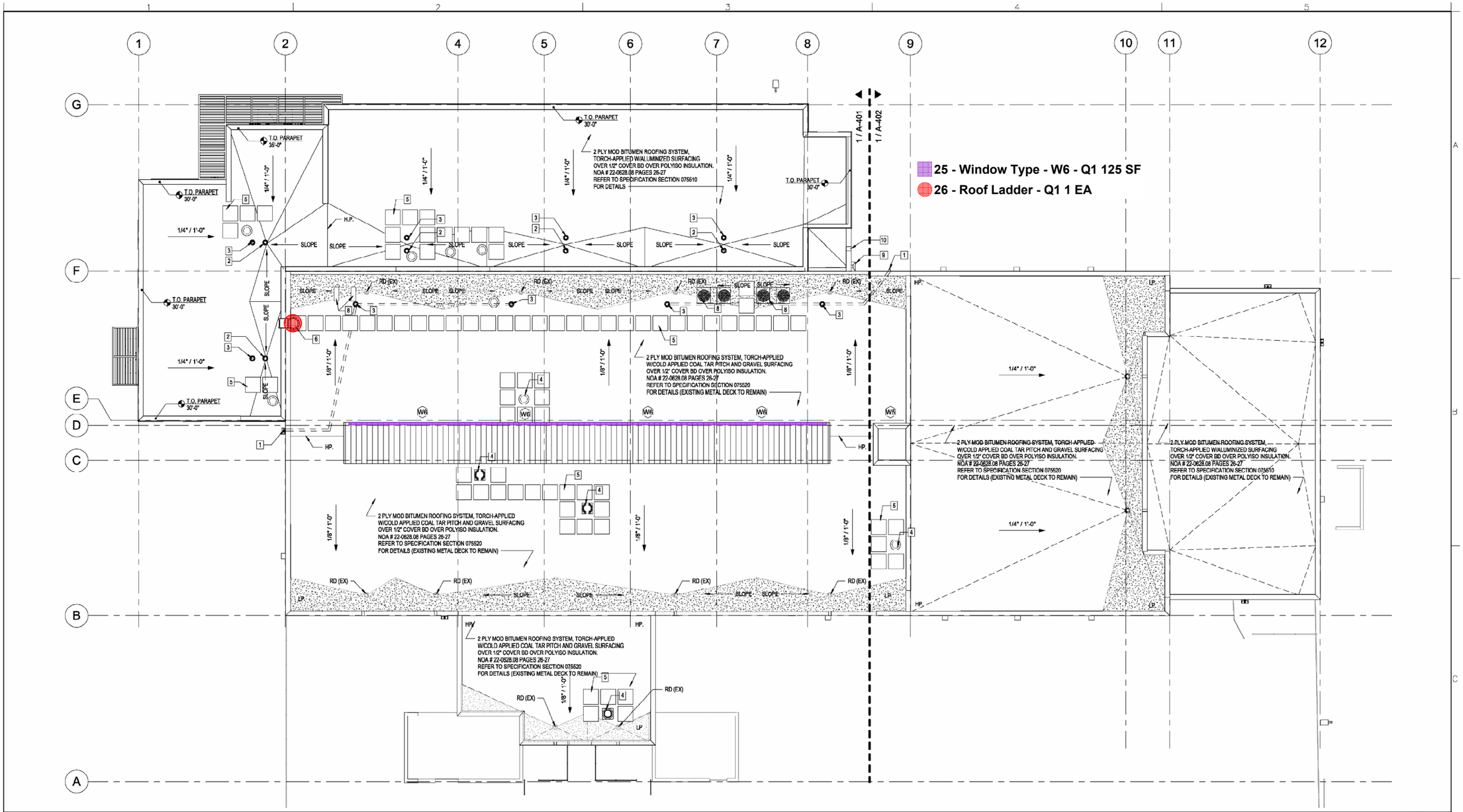
Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : SV
Checked By : RC
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title :

SECOND FLOOR REFLECTED CEILING PLAN

Sheet # :

A-302



OVERALL ROOF PLAN | 1 | SCALE: 3/32" = 1'-0"

ROOF PLAN LEGEND

BUILDING SECTION TAG
SIM # SHT — SECTION NO. / SHEET NO.

REVISION TAG
REV NO.

NORTH ARROW
TRUE NORTH INDICATOR

SLOPE TAG
0'-0" / 12"

WALL SECTION / DETAIL TAG
SIM # SHT — SECTION NO. / SHEET NO.

DETAIL TAG
TYP. # SHEET — DETAIL NO. / SHEET NO.
LIMITS

SHEETNOTE TAG
? — SHEETNOTE NUMBER

EXTERIOR ELEVATION TAG
SHT — ELEVATION NO. / SHEET NO.

KEYNOTE TAG
00 00 00 — CSI MATERFORMAT DIVISION NUMBER

GENERAL NOTES

1. PROVIDE NEW ROOF ASSEMBLY PER NOA #16-0711.12
2. R VALUE OF ROOF TO BE MIN. 20 (R-20)
3. PROVIDE CRICKETS AT ALL ROOF EQUIPMENT CURBS AS REQUIRED AND IN COORDINATION WITH ROOF SLOPES.
4. TYPICAL CRICKET SLOPES AT 1/2" PER FOOT.
5. TRAFFIC PADS TO BE PROVIDED AROUND ACCESS HATCHES; LOCATED AT BASE AND TOP OF PARAPET ACCESS LADDER(S); AND ROOFTOP EQUIPMENT REQUIRING REGULAR MAINTENANCE.
6. ALL METAL LOCATED ON ROOF LEVEL SHALL BE STAINLESS STEEL.
7. ALL DIMENSIONS FOR PRIMARY AND SECONDARY / SCUPPERS ARE TO CENTERLINE OF DRAIN / SCUPPER.
8. ALL BLOCKING TO BE PROVIDED ON ROOF TO BE HDPE (NO WOOD).
9. CONTRACTOR TO PROVIDE SIGNED & SEALED SHOP DRAWINGS FOR ALL NEW ROOFTOP CURBS IDENTIFYING ATTACHMENT CRITERIA AND COMPLIANCE WITH WIND LOAD CRITERIA.
10. CONTRACTOR TO COORDINATE WITH SPRUCTURAL ENGINEER LOCATION AND INSTALLATION OF ALL NEW ROOFTOP EQUIPMENT AS WELL AS ANY REQUIRED PERFORATION AND /OR ATTACHMENT TO THE ROOF STRUCTURE.

CODE NOTES

1. COW TONGUE ROOF DRAIN, TYP. REFER TO PLUMBING DRAWINGS FOR DETAILS
2. PRIMARY ROOF DRAIN (RD1), TYP. REFER TO DETAIL 10/A-450
3. SECONDARY ROOF DRAIN (RD2), TYP. REFER TO DETAIL 10/A-450
4. EXHAUST FAN, TYP. REFER TO DETAIL 7/A-450
5. TRAFFIC PADS, TYP. REFER TO DETAIL 6/A-450
6. CAGE ROOF LADDER, TYP. REFER TO DETAIL 5/A-450
7. VENT THRU ROOF , TYP. REFER TO DETAIL 3/A-450
8. A/C CONDITIONING UNIT REFER TO MECHANICAL DRAWINGS
9. PRIMARY ALUMINUM SCUPPER REFER TO DETAIL 1/A-451
10. ALUMINUM OVERFLOW SCUPPER REFER TO DETAIL 2/A-451

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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 :

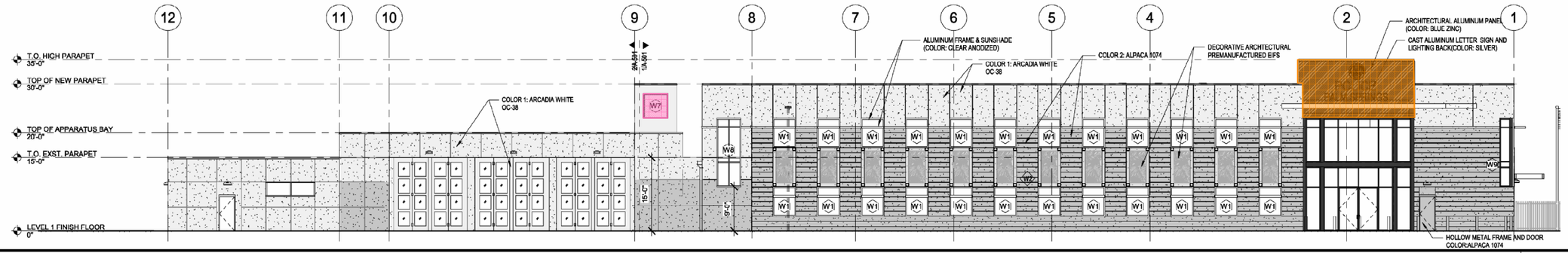
REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : HC,WS
Checked By : RC
Phase : 100% CONSTRUCTION DOCUMENTS

Sheet Title : OVERALL ROOF PLAN

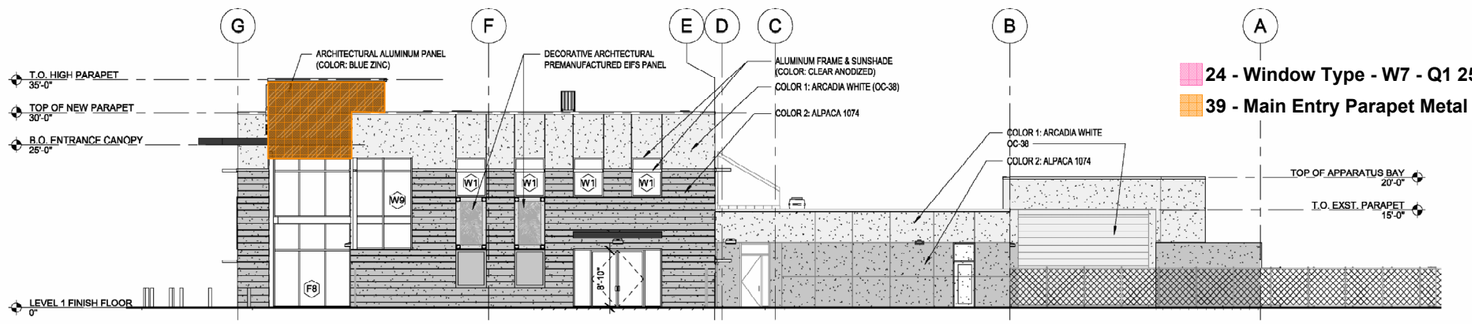
Sheet # : A-400

DATE:6/17/2024 2:11:38 PM



NORTH ELEVATION | 1

SCALE: 3/32" = 1'-0"

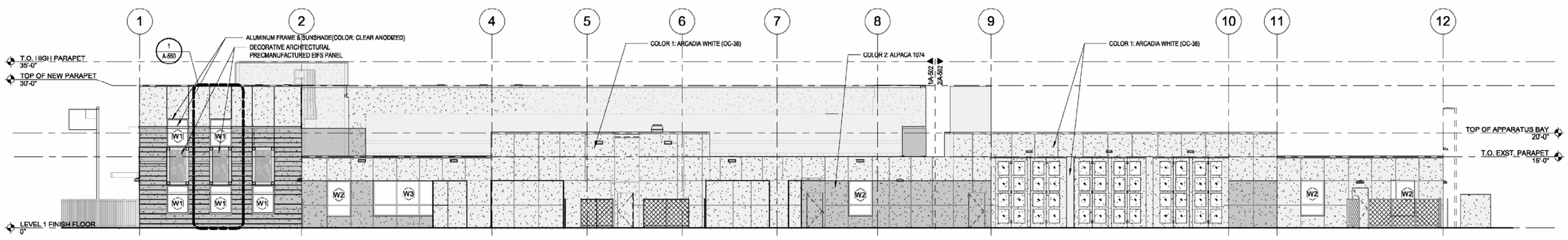


24 - Window Type - W7 - Q1 25 SF

39 - Main Entry Parapet Metal Panel - Q1 534 SF ; Q2 3 EA

WEST ELEVATION | 2

SCALE: 3/32" = 1'-0"

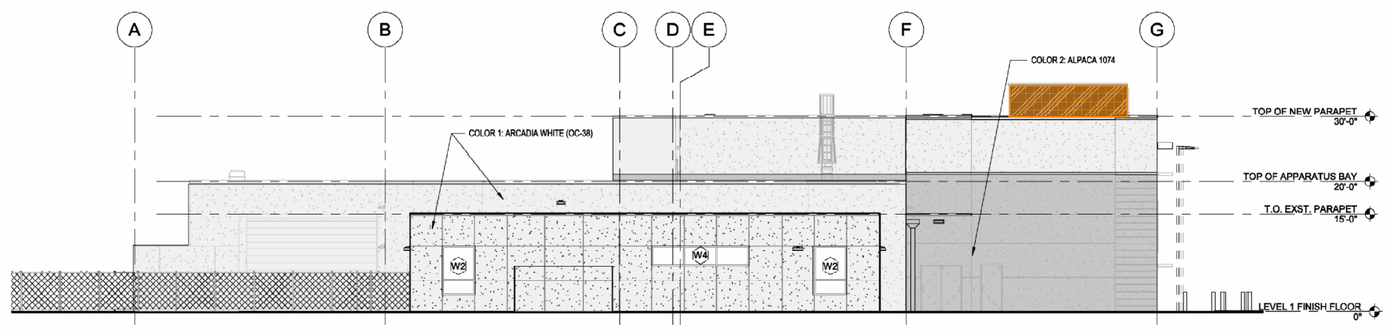


SOUTH ELEVATION | 3

SCALE: 3/32" = 1'-0"

EXTERIOR COLOR LEGEND

- Field Color 1 — Benjamin Moor Arcadia White (OC-38)
- Field Color 2 — Benjamin Moor Alpaca 1074
- Decorative Architectural Premanufactured EIFS Panel
- Entry Tower Architectural Aluminum Panel Color:Blue Zinc
- Window Aluminum Frame & Aluminum Sunshade Device Color: Clear Anodized



EAST ELEVATION | 4

SCALE: 3/32" = 1'-0"

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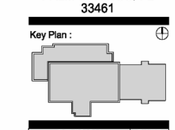
230 CYPRESS LN, PALM SPRINGS, FL 33461

Key Plan :



REVISION	DATE

Date : 06-14-2024
S+A Project No : 19034
Owner Project No :
Drawn By : HC,WS
Checked By : RC

Phase :
100% CONSTRUCTION DOCUMENTS

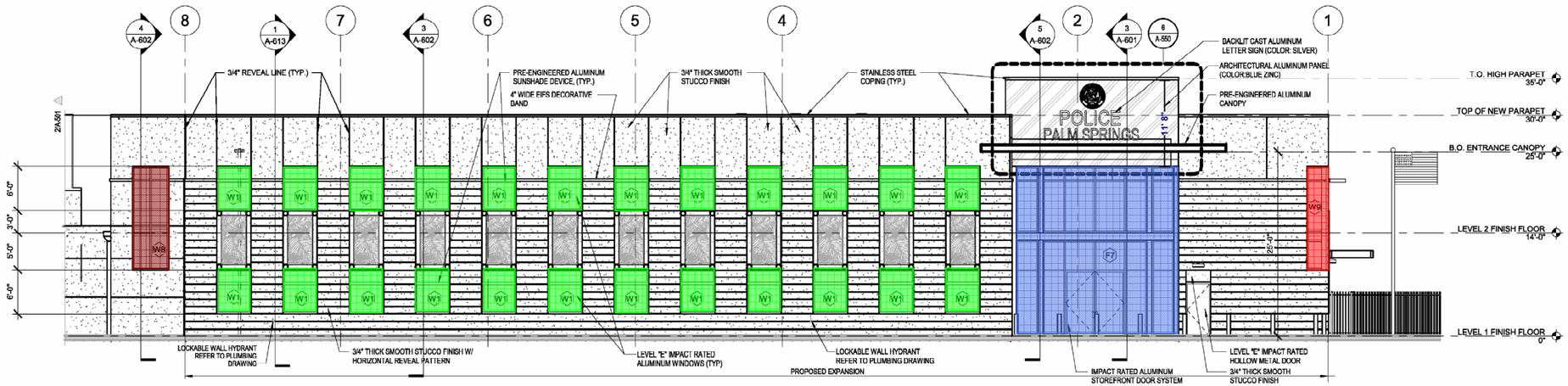
Sheet Title :

OVERALL COLOR EXTERIOR ELEVATIONS

Sheet # :

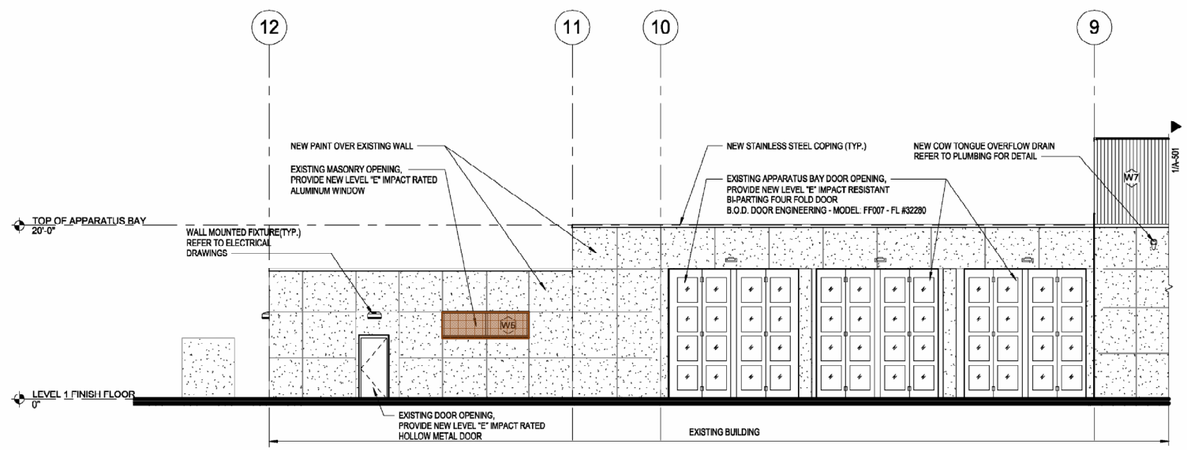
A-500

DATE:6/17/2024 2:11:09 PM



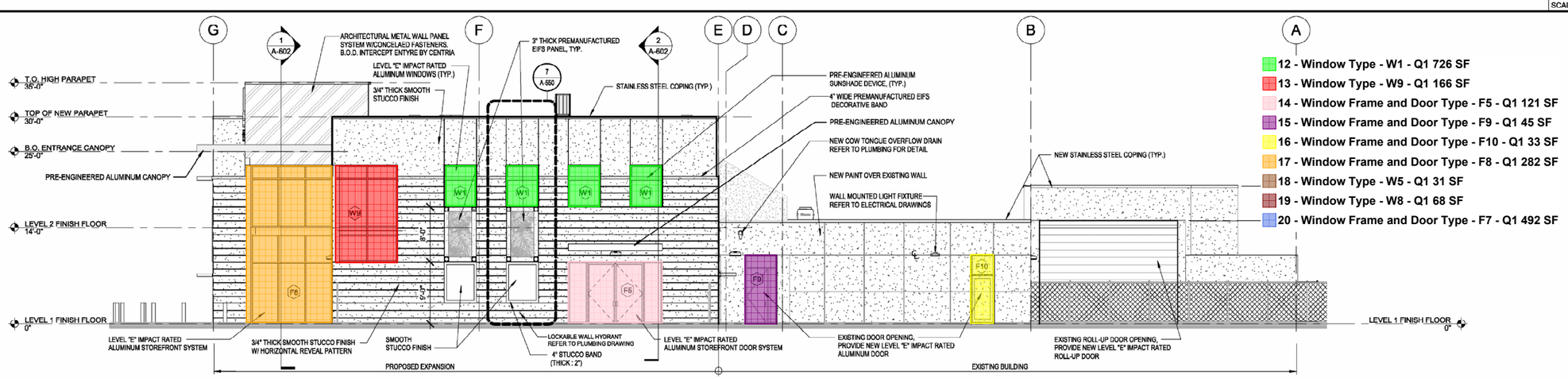
NORTH ELEVATION - WEST WING | 1

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



NORTH ELEVATION - EAST WING | 2

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



WEST ELEVATION | 3

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

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Checked By : RC

Phase :
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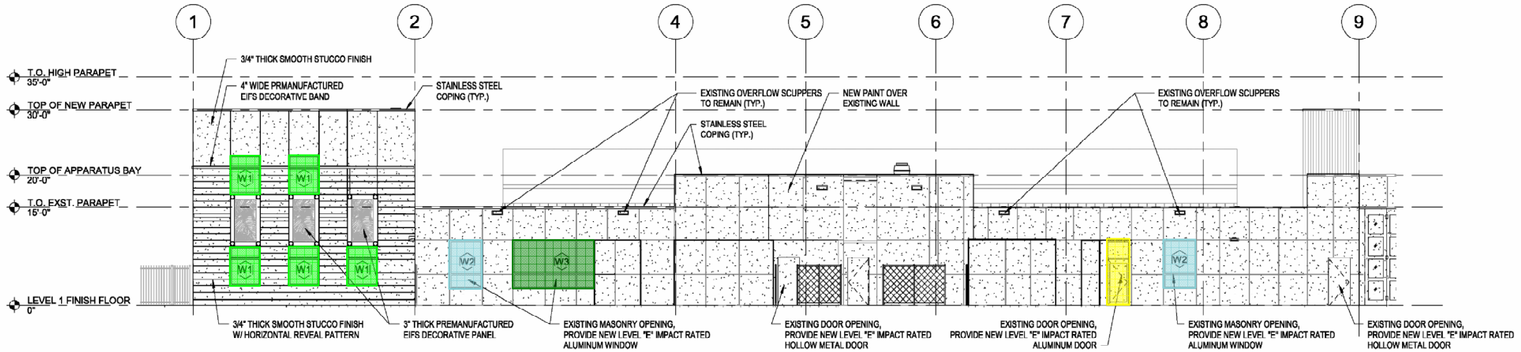
Sheet Title :

EXTERIOR ELEVATIONS

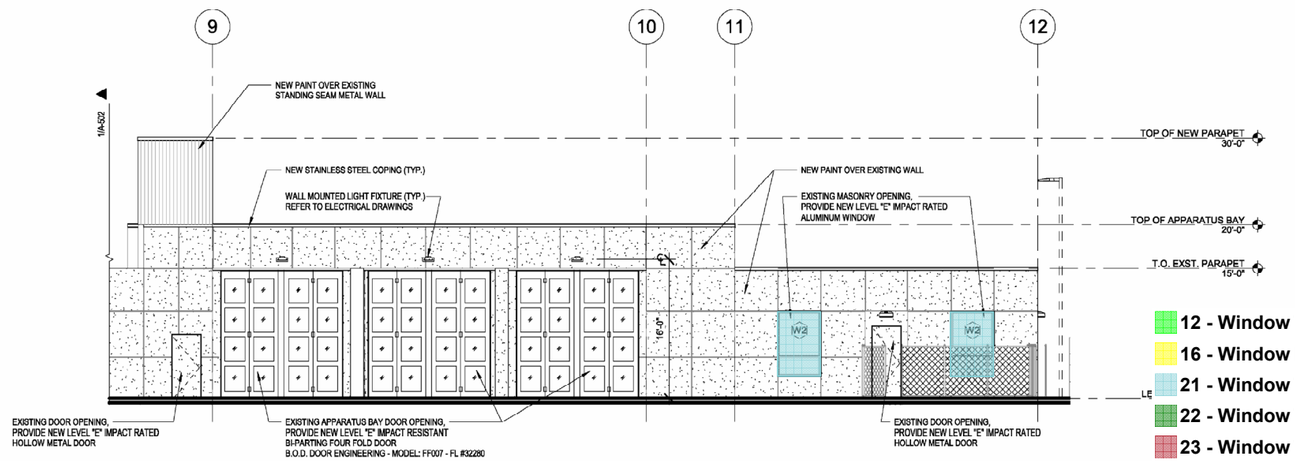
Sheet # :

A-501



SOUTH ELEVATION -WEST WING | 1

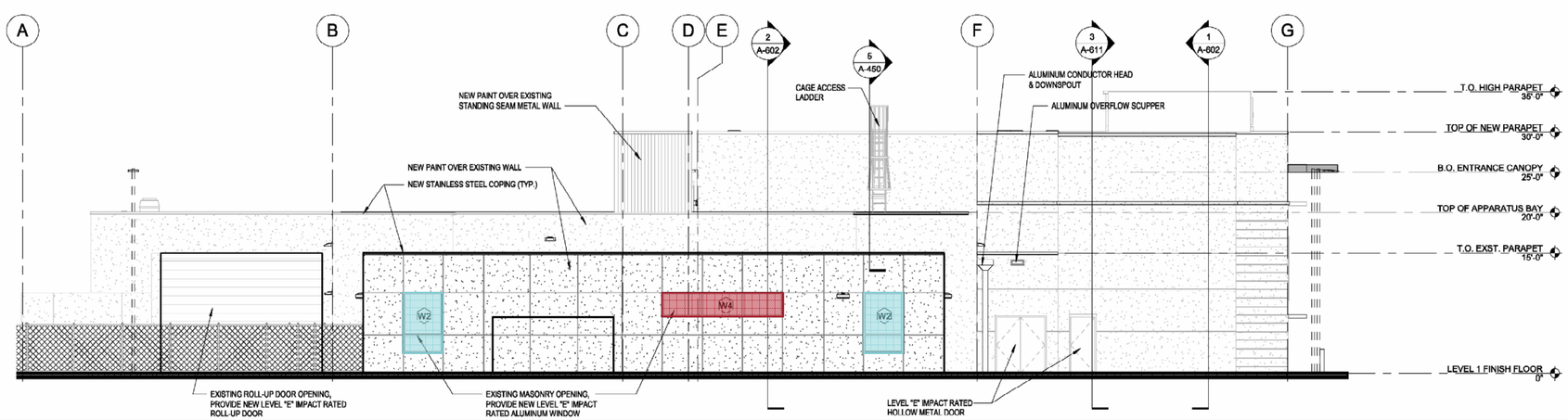
SCALE: 3/32" = 1'-0"



12 - Window Type - W1 - Q1 78 SF
16 - Window Frame and Door Type - F10 - Q1 20 SF
21 - Window Type - W2 - Q1 190 SF
22 - Window Type - W3 - Q1 52 SF
23 - Window Type - W4 - Q1 45 SF

SOUTH ELEVATION - EAST WING | 2

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



EAST ELEVATION | 3

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

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Sheet Title :

EXTERIOR ELEVATIONS

Sheet # :

A-502

DATE:6/17/2024 2:22:08 PM

CLARIFICATIONS & ASSUMPTIONS

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www.kaufmanlynn.com
CGC 021732

Village of Palm Springs Police Building

August 1, 2024

Contractors Clarifications and Assumptions

GENERAL

This scope is intended to expand and/or clarify plan interpretation in instances where the plans are in conflict or silent. Should the plans conflict with other contract documents, this proposal is based on the plans being the default.

1. The following are excluded:
    a. Building permits fees, Occupancy Permit fees, Impact fees, Connection fees and Assessments.
    b. Any overtime costs and supervision associated with inspection services.
    c. Builder's Risk premiums and deductibles.
    d. Site Security.
    e. Any attic stock of material.
    f. Cost of any utility usage or trash removal services to the buildings after substantial completion is achieved.
    g. FPL transformers, Primary Conduits and wire, and Deposits.
    h. Commissioning and/or special testing engineer services.
    i. As-Built survey, vibration monitoring and/or vibration damage to adjacent properties due to construction.
    j. Removal, relocations, and main line installations to building(s) point, including fiber optics, gas (including meter), power, phone, cable, etc. These shall be provided by the appropriate service provider.
    k. Owner FF&E (including but not limited to the Paterson-Pope casework) unless specifically addressed in the plans and specifications.
    l. Removal, disposal, remediation, and premiums associated with unforeseen or unsuitable soil conditions, hazardous materials, or other materials requiring controlled removal/disposal.
    m. Asbestos inspections, reporting documentation and "All Clean" Certifications.
    n. Any special labor rates that may be required by project location, funding, municipality governance, etc. such as Davis Bacon Act.
    o. Notwithstanding anything to the contrary, the Contract Amount has been calculated based on the current prices for building materials. Due to the volatility of the market for certain building materials and the concern of the imposition of tariffs on the price of materials (including the ramifications of any trade war), it is understood that certain material price increases / escalations could occur. Should any material price increase after the execution of this Agreement as the direct or indirect result of the imposition

of tariffs, Owner agrees to pay the material price increase to the Contractor as an additional cost and the Contract Amount shall be increased based on the material price increase. Contractor's claim to Owner for any material price increase shall require written notice from Contractor to Owner within ten (10) days of discovery the price increase. Payments for any price increase shall include and be supported by invoices, bills of sale, and other documentation, as applicable.

p. To the extent any delays are caused by the imposition of tariffs or taxes on any material imports including, without limitation, steel and aluminum, any trade wars, or other government action, such delays shall be deemed compensable delays extending the Contract Time and increasing the Contract Sum at the Daily Rate of General Conditions Cost.

2. This proposal is based on the 100% Construction Documents dated June 14, 2024, by Song and Associates.
3. It is anticipated that work will be performed during normal business hours (7:00 AM to 5:00 PM), including Saturdays, if required.
4. Plan/Drawing Revit Model and CAD Files shall be provided by the Owner as required for use by KL subcontractors in their preparation of Shop Drawings for the project.
5. The Proposal assumes any and all existing infrastructure is operational and sufficient to accept the indicated new work.
6. Regarding temporary and permanent power, temporary or construction power will be the responsibility of KL in its entirety. On permanent power and consumption, KL is responsible for secondary power feeds complete. Once the permanent meter(s) have been installed by FPL for the project which cost and installation is an owner responsibility and required for equipment testing, KL will no longer be responsible for its consumption henceforth.
7. The Proposal assumes that if the actual Cost of Work is less than the corresponding GMP Cost of Work the "saving" shall be shared equally.
8. The Proposal assumes that at Final Completion of the project any remaining monies in the Construction Contingency shall be shared equally.
9. The Proposal assumes that the Distribution of Savings from Cost of Work and Remaining Construction Contingency shall be capped and not to exceed One Hundred Thousand Dollars ($ 100,000.00) – for the total project.
10. The Proposal assumes the following with respect to Liquidated Damages:
    a. Substantial Completion Liquidate Damages: The Villages of Palm Springs shall be entitled to retain or recover from the CMAR a penalty of One Thousand Dollars – ($1000.00) for each calendar day after the time specified and until the actual date that Substantial Completion is achieved.
    b. Final Completion Liquidate Damages: The Villages of Palm Springs shall be entitled to retain or recover from the CMAR a penalty of Five Hundred Dollars – ($500.00) for each calendar day after the time specified and until the actual date that Final Completion is achieved.
    c. The Penalty for Liquidated Damages shall be capped and not exceed – One Hundred Thousand Dollars ($100,000.00).

11. These qualifications & clarifications take precedence over other contract documents except as amended by future change orders.

ALLOWANCES

1. The Proposal includes the following allowances (see allowance log for values):
    a. Soil Stabilization
    b. Appliances
    c. Owner Direct Purchase Credit – 1.25% of direct costs
2. The Proposal assumes the Owner will provide personnel to institute and maximize a direct purchase option.
3. The Proposal assumes any variance in the above allowances to be debited or credited to the Owner's Contingency.

ALTERNATES

These alternates are valid for 30 days from the date of this document (see alternate log for values):

1. Furnish and install decorative precast panels and standard linear bands in lieu of the EIFS panels as qualified below.
2. Furnish and install the Paterson Pope casework as shown on the drawings.

VALUE ENGINEERING

1. The Proposal includes the following items AS SPECIFIED in lieu of the previously proposed value engineering alternatives:
    a. Wood veneer paneling in the main lobby.
    b. Specified door hardware.

DIVISION 02 - SITE WORK

1. The Proposal assumes all excavated material is suitable clean fill or disposable to a standard landfill.
2. The Proposal excludes any continued maintenance for planted material beyond acceptance or CO, whichever comes first.
3. The proposal excludes the demolition and replacement of the chain link fence at the south side of the vehicle sally port as callout four (4) and five (5) on sheet A-100 state, "Not used".
4. The proposal excludes demolition or relocation of the existing fountain as this will be done by the owner.
5. This proposal includes one (1) wheel stop per parking stall at the proposed parking area.

DIVISION 03 - CONCRETE

1. The Proposal excludes any rebar allowance.
2. The proposal assumes that the existing building foundations have been verified and incorporated such that they do not interfere with the new foundations.
3. The "underpinning of the existing footing" (see detail #1 / S-205) is included in the Proposal at the new elevator pit only.

DIVISION 04 - MASONRY

1. The Proposal excludes any U.L. labeled material, high strength block, moisture-controlled block, light weight block, bull nose block, or sand finish block.
2. The Proposal excludes any parging or struck joints for this scope of work.

DIVISION 05 – METALS

1. This proposal includes Alfrex FR Core in lieu of Centria Intercept Entyre as Centria is discontinued.
2. The proposal includes all bollards as fixed bollards.

DIVISION 06 - WOOD AND PLASTICS

1. This proposal excludes any specialty casework done by Patterson Pope as this is to be provided by the Owner.
2. All other furniture shown on the floor plans are to be FF&E and supplied and installed by the Owner.
3. We include WDV-1 wood wall paneling in lieu of WC-1 at the lobby walls and corridor ceiling. There is no cost difference between WDV-1 and WC-1 at these locations.

DIVISION 07-THERMAL AND MOISTURE

Roofing

1. The Proposal assumes the existing roof is a modified membrane with polyisocyanurate board insulation for tear-off purposes pending an official report on the existing roof.
2. The Proposal includes “Soprema Roofing System” in lieu of the specified Garland roof.
3. The Proposal includes wood blocking in lieu of the specified HDPE blocking as the HDPE is not code compliant.

DIVISION 08 - DOORS & WINDOWS

1. The proposal excludes any STC rated doors and frames.
2. There are no ballistic rated doors and frames included in the Proposal.
3. We include non-insulated overhead doors at the sallyport.
4. We include VT Industries for our interior wood doors, Allegion for our exterior hollow metal doors, and DeLaFontaine for our interior wood doors.
5. We include door hardware as specified.
6. The aluminum doors 101A and 102B provided in this proposal are 8’ height in lieu of 8’ 10” height to meet NOA Requirements.

Windows:

1. The proposal includes the W6 window type as a wall-to-wall system in lieu of 5 individual window panels due to contradicting details in the plans.
2. This proposal includes the stair windows W8 and W9 will be included as 13’-6” as that is the NOA maximum Height.
3. This proposal includes the second-floor glass railing as a frameless design in lieu of the design shown.

4. This proposal includes second-floor glass railing is included at the standard 42” height in lieu of the indicated 36” as this is not code compliant.

DIVISION 09 - FINISHES

Drywall and framing

1. The Proposal includes 20 GA Equivalent “EQ” framing as defined by the Steel Framing Industry Association.
2. The Proposal includes Level 4 finish at all exposed drywall surfaces.

Stucco

1. The Proposal includes stucco with a light texture finish.
2. The Proposal includes the EIFS panels **without** a pattern on them.

Paint

1. The Proposal includes one primer coat and two finish coats for interior paint.
2. This Proposal includes one primer coat and two finish coats for exterior paint at new stucco locations.
3. This proposal includes pressure washing, one primer coat, and one finish coat at existing exterior locations that are currently painted.
4. We include WDV-1 wood wall paneling in lieu of WC-1 at the lobby walls and corridor ceiling. There is no cost difference between WDV-1 and WC-1 at these locations.

DIVISION 10 – SPECIALTIES

1. Flagpoles – 6” Diameter Flagpole has been provided in lieu of 7” as 7” is not available. 6” Flagpole meets or exceeds 2020 FBC.

DIVISION 14 - ELEVATORS

1. The Proposal includes the specified TKE elevator with standard finishes.

DIVISION 15 - MECHANICAL

Fire Protection

1. The Proposal assumes that the Engineer of Record for the Fire Protection System will be the selected Subcontractor.
2. The Proposal excludes any Halon or other specialty systems.

Plumbing

1. The Proposal includes all sanitary lines, drains and vent lines as PVC.
2. The Proposal excludes insulation of storm system, except on horizontal piping in conditioned spaces.
3. The Proposal excludes insulation of domestic cold-water lines.

HVAC

1. The Proposal excludes gas reheat or heat pump coil coatings.
2. The Proposal excludes any duct cleaning of existing systems.
3. The Proposal includes new HVAC controls by Advanced Control Corporation.

DIVISION 16 - ELECTRICAL

1. The Proposal includes Aluminum Feeders where allowable by code.
2. The Proposal includes MC cable as allowed by code.
3. This proposal includes removing, reinstalling, and recertifying the existing lightning protection system along with the new system. We do not include replacing any elements or components of the existing lightning protection system.
4. We include ¾" EMT conduit for home runs, M/C cable within ceilings, and ½" EMT conduit within the walls.
5. This proposal does not include structured cabling, card access cabling, CCTV, or a BDA system.

END OF CONTRACTOR CLARIFICATIONS

DRAWING LOG

Kaufman Lynn Construction, Inc.

Printed on Wed Jul 31, 2024 at 03:43 pm EDT

Job #: 81-324 Village of Palm Springs Police Expansion
230 Cypress Lane
Palm Springs, Florida 33461

GMP (06/14/24)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A-100	SITE PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-150	SITE DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-151	SITE DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-200	OVERALL FLOOR PLAN	5	06/14/2024	06/18/2024	GMP (06/14/24)
A-201	FIRST FLOOR PLAN - WEST	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-202	FIRST FLOOR PLAN - EAST	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-203	SECOND FLOOR PLAN	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-250	FLOOR PLAN DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-300	OVERALL FIRST FLOOR REFLECTED CEILING PLAN	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-301	FIRST FLOOR REFLECTED CEILING PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-302	SECOND FLOOR REFLECTED CEILING PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-350	REFLECTED CEILING PLAN DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-400	OVERALL ROOF PLAN	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-401	ROOF PLAN - WEST	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-402	ROOF PLAN - EAST	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-450	ROOF DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-451	ROOF DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-500	OVERALL COLOR EXTERIOR ELEVATIONS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-501	EXTERIOR ELEVATIONS	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-502	EXTERIOR ELEVATIONS	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-550	EXTERIOR ELEVATION DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-601	BUILDING SECTIONS	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-602	BUILDING SECTIONS	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-611	WALL SECTIONS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-612	WALL SECTIONS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-613	WALL SECTIONS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-630	ENLARGED STAIR PLANS, SECTIONS & DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-631	ENLARGED STAIR PLANS, SECTIONS & DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-640	VIEW AND DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-650	WALL AND PARTITION TYPES	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-701	FIRST FLOOR FFE PLAN	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-702	SECOND FLOOR FFE PLAN	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-710	INTERIOR ELEVATIONS	1	06/14/2024	06/18/2024	GMP (06/14/24)

Kaufman Lynn Construction, Inc.

Printed on Wed Jul 31, 2024 at 03:43 pm EDT

Job #: 81-324 Village of Palm Springs Police Expansion
230 Cypress Lane
Palm Springs, Florida 33461

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A-741	ENLARGED RESTROOM PLANS - 1ST FLOOR	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-742	ENLARGED RESTROOM PLANS -1ST FLOOR	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-750	Sheet #:	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-761	CASEWORK PLANS AND ELEVATIONS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-762	CASEWORK PLANS AND ELEVATIONS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-764	CASEWORK DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-765	CASEWORK DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-801	DOOR, EXTERIOR WINDOW TYPES & SCHEDULES	3	06/14/2024	06/18/2024	GMP (06/14/24)
A-802	WINDOW SCHEDULE	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-851	HEAD, JAMB AND SILL DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-852	HEAD, JAMB AND SILL DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
A-853	HEAD, JAMB AND SILL DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-901	FIRST FLOOR SIGNAGE PLAN	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-902	SECOND FLOOR SIGNAGE PLAN	1	06/14/2024	06/18/2024	GMP (06/14/24)
A-950	SIGNAGE DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
AR98054	Robert Castrovinci AR98054	0	06/14/2024	06/18/2024	GMP (06/14/24)
Civil					
C-1	DEMOLITION PLAN SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-2	PAVING, GRADING AND DRAINAGE PLAN SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-3	WATER AND SANITARY SEWER	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-4	CROSS SECTIONS AND PROFILE	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-5	DETAILS SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-6	DETAILS SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-7	DETAILS SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-8	NOTES SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-9	NOTES SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
C-10	NOTES SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
COV	COVER SHEET	1	06/14/2024	06/18/2024	GMP (06/14/24)
Demolition					
AD-100	SITE DEMOLITION PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
AD-200	OVERALL DEMOLITION FLOOR PLAN	2	06/14/2024	06/18/2024	GMP (06/14/24)
AD-201	FIRST FLOOR DEMOLITION PLAN WEST	3	06/14/2024	06/18/2024	GMP (06/14/24)
AD-202	DEMOLITION FIRST FLOOR PLAN -EAST	2	06/14/2024	06/18/2024	GMP (06/14/24)
AD-401	DEMOLITION ROOF PLAN - WEST	2	06/14/2024	06/18/2024	GMP (06/14/24)
AD-402	DEMOLITION ROOF PLAN - EAST	2	06/14/2024	06/18/2024	GMP (06/14/24)
Electrical					
E-001	SYMBOL LEGEND & GENERAL	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-001	SYMBOL LEGEND & GENERAL	4	06/14/2024	06/18/2024	GMP (06/14/24)

Kaufman Lynn Construction, Inc.

Printed on Wed Jul 31, 2024 at 03:43 pm EDT

Job #: 81-324 Village of Palm Springs Police Expansion
230 Cypress Lane
Palm Springs, Florida 33461

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E-010	SITE PLAN - ELECTRICAL	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-011	SYMBOL LEGEND & GENERAL	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-101	FIRST FLOOR PLAN - LIGHTING	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-102	SECOND FLOOR PLAN - LIGHTING	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-201	FIRST FLOOR PLAN - POWER	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-202	SECOND FLOOR PLAN - POWER	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-203	ROOF PLAN - ELECTRICAL	1	06/14/2024	06/18/2024	GMP (06/14/24)
E-301	FIRST FLOOR PLAN - FIRE ALARM	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-302	SECOND FLOOR PLAN - FIRE ALARM	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-401	ENLARGED FLOOR PLANS -	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-501	DETAILS - ELECTRICAL	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-502	DETAILS - ELECTRICAL	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-503	DETAILS - FIRE ALARM	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-504	DETAILS - LIGHTNING PROTECTION	2	06/14/2024	06/18/2024	GMP (06/14/24)
E-505	DETAILS - LIGHTNING PROTECTION	2	06/14/2024	06/18/2024	GMP (06/14/24)
E-506	DETAILS - LIGHTING CONTROLS	2	06/14/2024	06/18/2024	GMP (06/14/24)
E-601	ONE-LINE DIAGRAM - ELECTRICAL	3	06/14/2024	06/18/2024	GMP (06/14/24)
E-602	FIRE ALARM RISER	4	06/14/2024	06/18/2024	GMP (06/14/24)
E-701	PANEL SCHEDULES - ELECTRICAL	2	06/14/2024	06/18/2024	GMP (06/14/24)
E-702	PANEL SCHEDULES - ELECTRICAL	1	06/14/2024	06/18/2024	GMP (06/14/24)
E-703	PANEL SCHEDULES - ELECTRICAL	1	06/14/2024	06/18/2024	GMP (06/14/24)
ED-101	DEMOLITION FIRST FLOOR PLAN - ELECTRICAL	3	06/14/2024	06/18/2024	GMP (06/14/24)
Fire Protection					
F-001	GENERAL NOTES - FIRE PROTECTION	3	06/14/2024	06/18/2024	GMP (06/14/24)
F-101	FIRST FLOOR PLAN -FIRE PROTECTION	3	06/14/2024	06/18/2024	GMP (06/14/24)
F-102	SECOND FLOOR PLAN -FIRE PROTECTION	3	06/14/2024	06/18/2024	GMP (06/14/24)
F-501	DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
F-502	DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
F-601	SCHEDULES	1	06/14/2024	06/18/2024	GMP (06/14/24)
FD-101	DEMOLITION FIRST FLOOR PLAN -FIRE PROTECTION	3	06/14/2024	06/18/2024	GMP (06/14/24)
General					
G-100	VICINITY MAP, GENERAL NOTES	3	06/14/2024	06/18/2024	GMP (06/14/24)
G-101	SHEET INDEX	3	06/14/2024	06/18/2024	GMP (06/14/24)
G-102	ISOMETRIC VIEWS	2	06/14/2024	06/18/2024	GMP (06/14/24)
Interior					
ID-100	INTERIOR FINISH SCHEDULE AND SPECIFICATIONS	3	06/14/2024	06/18/2024	GMP (06/14/24)
ID-201	FIRST FLOOR FINISH PLAN	2	06/14/2024	06/18/2024	GMP (06/14/24)
ID-202	SECOND FLOOR FINISH PLAN	2	06/14/2024	06/18/2024	GMP (06/14/24)

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Printed on Wed Jul 31, 2024 at 03:43 pm EDT

Job #: 81-324 Village of Palm Springs Police Expansion
230 Cypress Lane
Palm Springs, Florida 33461

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Landscape					
IR-1	IRRIGATION	2	06/14/2024	06/18/2024	GMP (06/14/24)
LP1	LANDSCAPE PLAN	2	06/14/2024	06/18/2024	GMP (06/14/24)
LP2	LANDSCAPE DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
LP3	LANDSCAPE SPECIFICATIONS	2	06/14/2024	06/18/2024	GMP (06/14/24)
TD1	TREE DISPOSITION	2	06/14/2024	06/18/2024	GMP (06/14/24)
Life Safety					
LS-101	LIFE SAFETY SUMMARY	2	06/14/2024	06/18/2024	GMP (06/14/24)
LS-200	OVERALL LIFE SAFETY FIRST FLOOR PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
LS-201	LIFE SAFETY FIRST FLOOR PLAN - WEST	3	06/14/2024	06/18/2024	GMP (06/14/24)
LS-202	LIFE SAFETY FIRST FLOOR PLAN - EAST	3	06/14/2024	06/18/2024	GMP (06/14/24)
LS-203	LIFE SAFETY SECOND FLOOR	2	06/14/2024	06/18/2024	GMP (06/14/24)
Mechanical					
M-001	GENERAL NOTES - H.V.A.C.	3	06/14/2024	06/18/2024	GMP (06/14/24)
M-101	FIRST FLOOR PLAN - H.V.A.C.	3	06/14/2024	06/18/2024	GMP (06/14/24)
M-102	SECOND FLOOR PLAN - H.V.A.C.	3	06/14/2024	06/18/2024	GMP (06/14/24)
M-401	ROOF PLAN - H.V.A.C.	3	06/14/2024	06/18/2024	GMP (06/14/24)
M-501	DETAILS	5	06/14/2024	06/18/2024	GMP (06/14/24)
M-502	DETAILS	2	06/14/2024	06/18/2024	GMP (06/14/24)
M-601	SCHEDULES	2	06/14/2024	06/18/2024	GMP (06/14/24)
M-701	CONTROLS	2	06/14/2024	06/18/2024	GMP (06/14/24)
MD-101	DEMOLITION FIRST FLOOR PLAN - H.V.A.C.	2	06/14/2024	06/18/2024	GMP (06/14/24)
Plumbing					
P-001	GENERAL NOTES AND LEGEND - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-100	FOUNDATION FLOOR PLAN - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-101	FIRST FLOOR PLAN - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-102	SECOND FLOOR PLAN - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-401	ROOF PLAN - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-501	DETAILS - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-502	DETAILS - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-601	SCHEDULES - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
P-701	RISERS - PLUMBING	1	06/14/2024	06/18/2024	GMP (06/14/24)
P-702	RISERS - PLUMBING	1	06/14/2024	06/18/2024	GMP (06/14/24)
P-703	RISERS PLUMBING	1	06/14/2024	06/18/2024	GMP (06/14/24)
P-704	RISERS - PLUMBING	1	06/14/2024	06/18/2024	GMP (06/14/24)
PD-101	DEMOLITION FIRST FLOOR PLAN - PLUMBING	3	06/14/2024	06/18/2024	GMP (06/14/24)
Structural					
S-001	GENERAL NOTES	3	06/14/2024	06/18/2024	GMP (06/14/24)

Kaufman Lynn Construction, Inc.

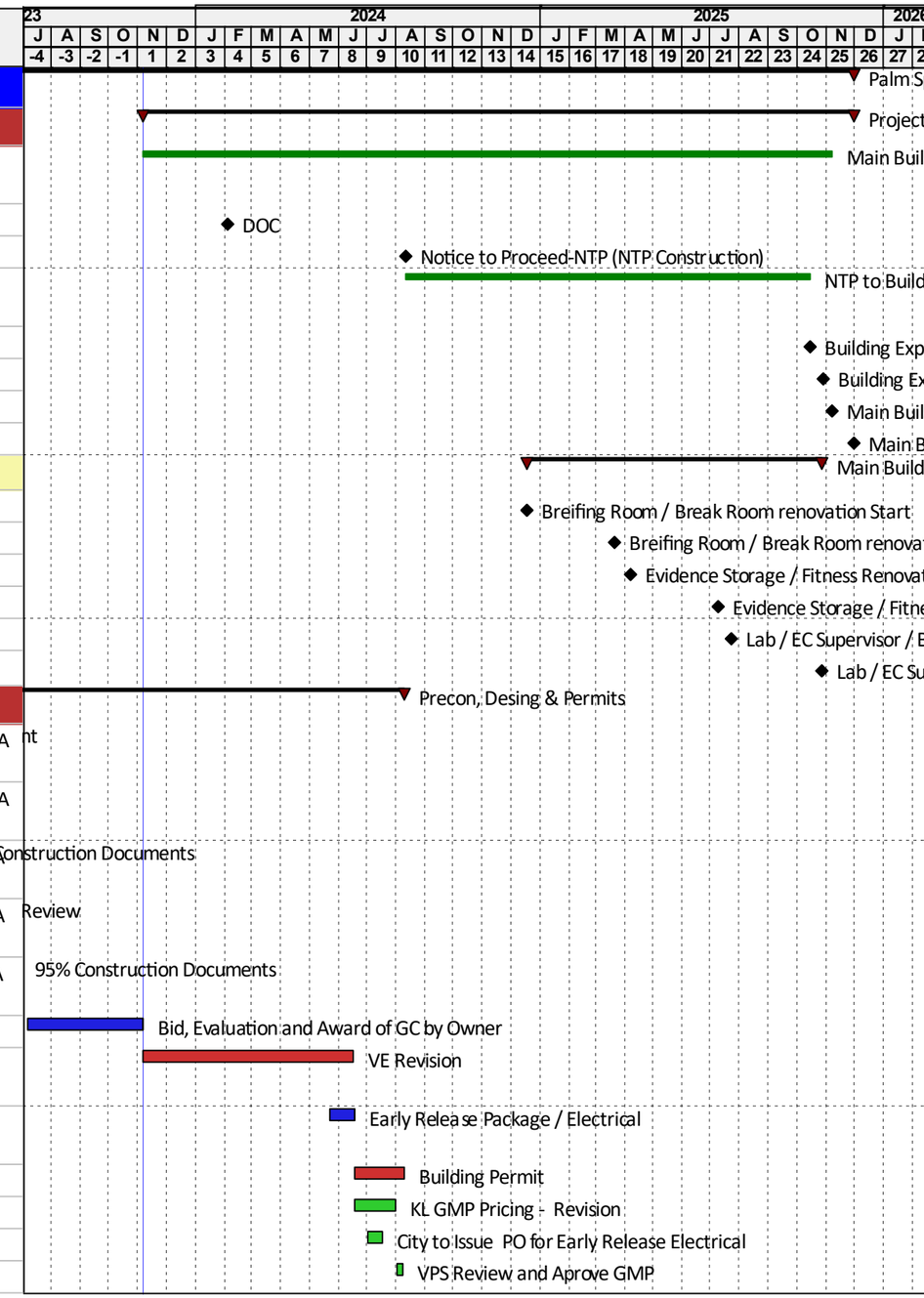
Printed on Wed Jul 31, 2024 at 03:43 pm EDT

Job #: 81-324 Village of Palm Springs Police Expansion
230 Cypress Lane
Palm Springs, Florida 33461

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S-002	GENERAL NOTES	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-003	GENERAL SCHEDULES	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-011	WIND PRESSURE DIAGRAMS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-012	WALL WIND PRESSURE DIAGRAMS	1	06/14/2024	06/18/2024	GMP (06/14/24)
S-101	FOUNDATION PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-102	LEVEL 2 FRAMING PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-111	ROOF FRAMING PLAN	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-201	FOUNDATION SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-202	FOUNDATION SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-203	FOUNDATION SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-204	FOUNDATION SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-205	FOUNDATION SECTIONS & DETAILS	1	06/14/2024	06/18/2024	GMP (06/14/24)
S-301	CONCRETE SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-401	CONCRETE MASONRY SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-402	CONCRETE MASONRY SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-501	STRUCTURAL STEEL SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-502	STRUCTURAL STEEL SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-503	STRUCTURAL STEEL SECTIONS & DETAILS	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-601	STEEL JOIST & DECK SECTIONS &	3	06/14/2024	06/18/2024	GMP (06/14/24)
S-602	STEEL JOIST & DECK SECTIONS &	3	06/14/2024	06/18/2024	GMP (06/14/24)
Survey					
1OF 2	TOPOGRAPHIC 8c TREE SURVEY EOR:	0	06/14/2024	06/18/2024	GMP (06/14/24)
2 OF 2	TOPOGRAPHIC 8c TREE SURVEY EOR	0	06/14/2024	06/18/2024	GMP (06/14/24)
Technology					
T-001	GENERAL NOTES - TECHNOLOGY	3	06/14/2024	06/18/2024	GMP (06/14/24)
T-010	SITE PLAN - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
T-100	OVERALL FLOOR PLANS - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
T-101	TECHNOLOGY	3	06/14/2024	06/18/2024	GMP (06/14/24)
T-102	SECOND FLOOR PLAN- TECHNOLOGY	3	06/14/2024	06/18/2024	GMP (06/14/24)
T-301	ENLARGED FLOOR PLANS - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
T-401	ELEVATIONS - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
T-501	3D VIEWS - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
T-601	DETAILS - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
T-602	DETAILS - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
TD-101	DEMOLITION FIRST FLOOR PLAN - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
Telecommunications					
T-201	RISER DIAGRAM - TECHNOLOGY	1	06/14/2024	06/18/2024	GMP (06/14/24)
T-202	DAS RISER	1	06/14/2024	06/18/2024	GMP (06/14/24)

PROJECT SCHEDULE

#	Activity ID	Activity Name	Original Duration	Start	Finish
1	**Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)**		782	13-Oct-22	01-Dec-25
2	**Project Milestones**		527	07-Nov-23	01-Dec-25
3	DUR-ACT-MB	Main Building Renovation Comencement to Substantial Completion-Actual Duration (Required- TBD Calendar Days)	732	07-Nov-23	07-Nov-25
4	DOC	DOC	0	05-Feb-24*	
5	NTP	Notice to Proceed-NTP (NTP Construction)	0	12-Aug-24	
6	DUR-ACT-BE	NTP to Building Expansion Substantial Completion-Actual Duration (Required- TBD Calendar Days)	430	12-Aug-24	15-Oct-25
7	SCO-BE	Building Expansion Substantial Completion (Required Date: TBD)	0		15-Oct-25
8	FCO-BE	Building Expansion Final Completion (Required Date: TBD)	0		29-Oct-25
9	SCO-MB	Main Building Renovation Substantial Completion (Required Date: TBD)	0		07-Nov-25
10	FCO-MB	Main Building Renovation Final Completion (Required Date: TBD)	0		01-Dec-25
11	**Main Building Renovation Milestones**		219	18-Dec-24	27-Oct-25
12	SMS-BR	Breifing Room / Break Room renovation Start	0	18-Dec-24	
13	FMS-BR	Breifing Room / Break Room renovation Finish	0		21-Mar-25
14	SMS-ES	Evidence Storage / Fitness Renovation Start	0	07-Apr-25	
15	FMS-ES	Evidence Storage / Fitness Renovation Finish	0		09-Jul-25
16	SMS-LAB	Lab / EC Supervisor / Break Room Renovation Start	0	24-Jul-25	
17	FMS-LAB	Lab / EC Supervisor / Break Room Renovation Finish	0		27-Oct-25
18	**Precon, Desing & Permits**		449	13-Oct-22	09-Aug-24
19	DE-10	100% Design Development	20	13-Oct-22 A	09-Nov-22 A
20	DE-20	Owner Review	5	10-Nov-22 A	16-Nov-22 A
21	DE-30	50% Construction Documents	20	17-Nov-22 A	03-Apr-23 A
22	DE-35	Owner Review	6	04-Apr-23 A	11-Apr-23 A
23	DE-40	95% Construction Documents	60	05-Apr-23 A	28-Jun-23 A
24	BEA	Bid, Evaluation and Award of GC by Owner	60	07-Jul-23 A	07-Nov-23
25	DE-50	VE Revision	1	22-Apr-24 A	17-Jun-24
26	DE-80	Early Release Package / Electrical	10	22-May-24 A	18-Jun-24
27	PERM	Building Permit	38	18-Jun-24	09-Aug-24
28	DE-60	KL GMP Pricing - Revision	32	18-Jun-24	01-Aug-24
29	DE-90	City to Issue PO for Early Release Electrical	10	03-Jul-24	17-Jul-24
30	DE-70	VPS Review and Aprove GMP	5	02-Aug-24	08-Aug-24



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)

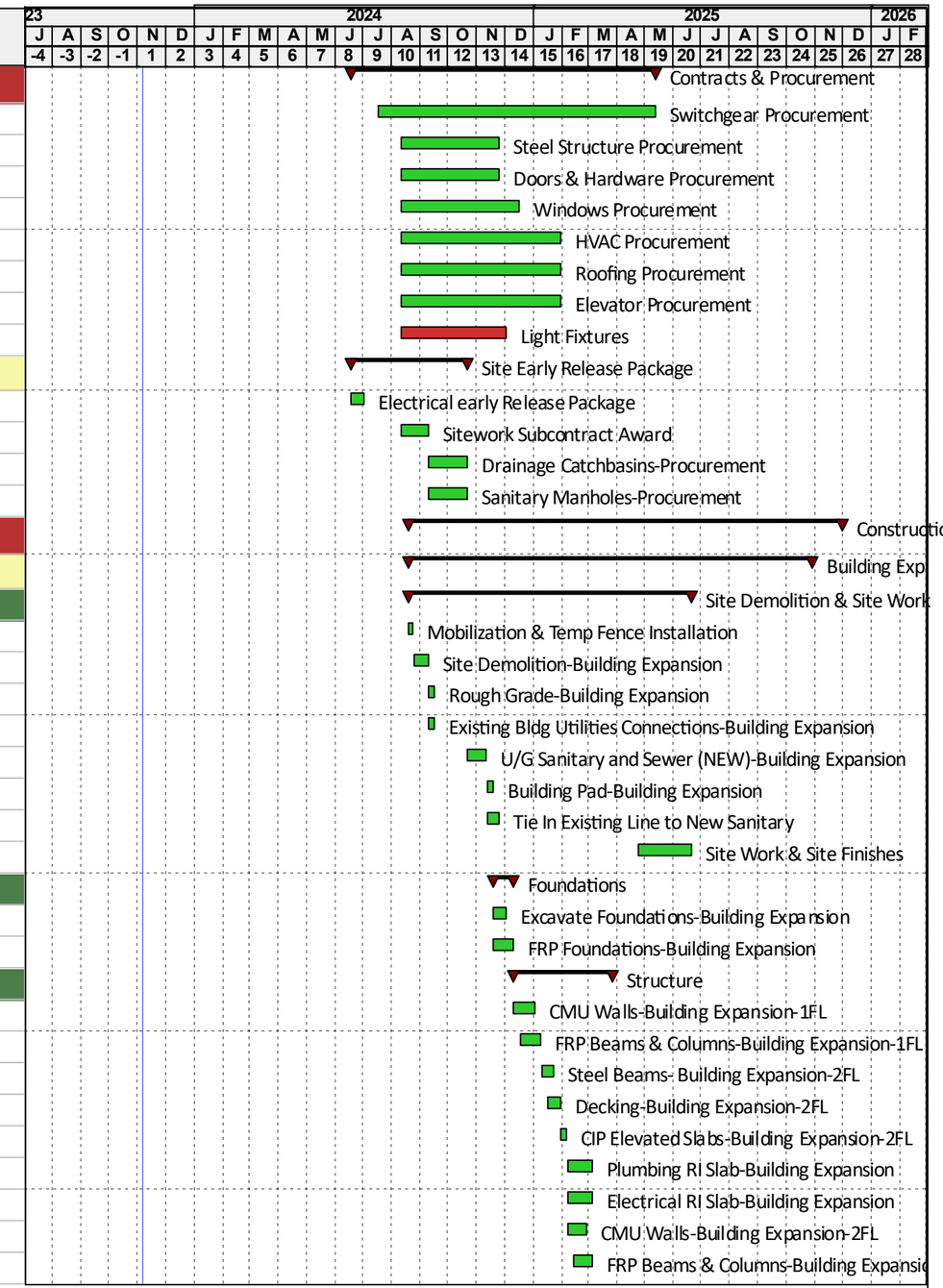
PSPDB-1-2

Data Date: 06-Nov-23

Run Date: 15-Jul-24

1.KL_Layout Colors

#	Activity ID	Activity Name	Original Duration	Start	Finish
31	**Contracts & Procurement**		230	19-Jun-24	13-May-25
32	P16620	Switchgear Procurement	210	18-Jul-24	13-May-25
33	P5000	Steel Structure Procurement	75	12-Aug-24	25-Nov-24
34	P8100	Doors & Hardware Procurement	75	12-Aug-24	25-Nov-24
35	P8800	Windows Procurement	90	12-Aug-24	17-Dec-24
36	P15500	HVAC Procurement	120	12-Aug-24	30-Jan-25
37	P7300	Roofing Procurement	120	12-Aug-24	30-Jan-25
38	P8110	Elevator Procurement	120	12-Aug-24	30-Jan-25
39	P8120	Light Fixtures	80	12-Aug-24	03-Dec-24
40	**Site Early Release Package**		87	19-Jun-24	21-Oct-24
41	P2030	Electrical early Release Package	10	19-Jun-24	02-Jul-24
42	P2000	Sitework Subcontract Award	20	12-Aug-24	09-Sep-24
43	P2010	Drainage Catchbasins-Procurement	30	10-Sep-24	21-Oct-24
44	P2020	Sanitary Manholes-Procurement	30	10-Sep-24	21-Oct-24
45	**Construction**		328	19-Aug-24	01-Dec-25
46	**Building Expansion (2 stories - 13,169 SF)**		306	19-Aug-24	29-Oct-25
47	**Site Demolition & Site Work**		215	19-Aug-24	20-Jun-25
48	2040-BE	Mobilization & Temp Fence Installation	5	19-Aug-24	23-Aug-24
49	2020-BE	Site Demolition-Building Expansion	10	26-Aug-24	09-Sep-24
50	2575-BE	Rough Grade-Building Expansion	5	10-Sep-24	16-Sep-24
51	3300-BE	Existing Bldg Utilities Connections-Building Expansion	5	10-Sep-24	16-Sep-24
52	2030-BE	U/G Sanitary and Sewer (NEW)-Building Expansion	15	22-Oct-24	11-Nov-24
53	BPAD	Building Pad-Building Expansion	5	12-Nov-24	18-Nov-24
54	2050-BE	Tie In Existing Line to New Sanitary	10	12-Nov-24	25-Nov-24
55	2000-BE	Site Work & Site Finishes	40	25-Apr-25	20-Jun-25
56	**Foundations**		15	19-Nov-24	10-Dec-24
57	2100-BE	Excavate Foundations-Building Expansion	10	19-Nov-24	03-Dec-24
58	3000-BE	FRP Foundations-Building Expansion	15	19-Nov-24	10-Dec-24
59	**Structure**		75	11-Dec-24	27-Mar-25
60	4000-BE	CMU Walls-Building Expansion-1FL	15	11-Dec-24	02-Jan-25
61	3040-BE	FRP Beams & Columns-Building Expansion-1FL	15	18-Dec-24	09-Jan-25
62	5020-BE	Steel Beams- Building Expansion-2FL	10	10-Jan-25	23-Jan-25
63	5010-BE	Decking-Building Expansion-2FL	10	17-Jan-25	30-Jan-25
64	3480-BE	CIP Elevated Slabs-Building Expansion-2FL	5	31-Jan-25	06-Feb-25
65	15000-BE	Plumbing RI Slab-Building Expansion	20	07-Feb-25	06-Mar-25
66	16000-BE	Electrical RI Slab-Building Expansion	20	07-Feb-25	06-Mar-25
67	4220-BE	CMU Walls-Building Expansion-2FL	15	07-Feb-25	27-Feb-25
68	3045-BE	FRP Beams & Columns-Building Expansion-2FL	15	14-Feb-25	06-Mar-25



Remaining Level of Effort
Actual Level of Effort
Actual Work
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Milestone
Summary

Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)

PSPDB-1-2

Data Date: 06-Nov-23
Run Date: 15-Jul-24

1.KL_Layout Colors

#	Activity ID	Activity Name	Original Duration	Start	Finish
69	3030-BE	FRP SOG-Building Expansion	20	21-Feb-25	20-Mar-25
70	5000-BE	Metal Joist & Metal Deck-Roof-Building Expansion	15	28-Feb-25	20-Mar-25
71	3500-BE	Parapet-Building Expansion-Roof	10	14-Mar-25	27-Mar-25
72	**Exterior**		44	21-Mar-25	21-May-25
73	**Roofing**		25	21-Mar-25	24-Apr-25
74	16000-BE-R	Electrical Roof Rgh-in-Roofing	5	21-Mar-25	27-Mar-25
75	15000-BE-R	Plumbing Roof Rgh-in-Roofing	5	21-Mar-25	27-Mar-25
76	15500-BE-R	Mechanical Roof Rgh-in-Roofing	5	21-Mar-25	27-Mar-25
77	9070-BE-R	Stucco Stop / Inspection-Roofing	5	28-Mar-25	03-Apr-25
78	6100-BE-R	Parapet PT Wood Blocking Install-Roofing	5	28-Mar-25	03-Apr-25
79	7055-BE-R	Roof Membrane System-Roofing	10	04-Apr-25	17-Apr-25
80	9900-BE-R	Paint-Prime / Paint-Roof-Roofing	3	18-Apr-25	22-Apr-25
81	5990-BE-R	Parapet Coping Cap Install-Roofing	5	18-Apr-25	24-Apr-25
82	**North Elevation**		44	21-Mar-25	21-May-25
83	8500-BE-EXN	Windows / Caulking-Exterior North Elevation	10	21-Mar-25	03-Apr-25
84	8515-BE-EXN	Doors / Hardware-Exterior North Elevation	2	21-Mar-25	24-Mar-25
85	8510-BE-EXN	Storefront-Exterior North Elevation	5	04-Apr-25	10-Apr-25
86	9910-BE-EXN	Stucco-Exterior North Elevation	10	11-Apr-25	24-Apr-25
87	9900-BE-EXN	Paint-Exterior North Elevation	4	25-Apr-25	30-Apr-25
88	15000-BE-EXN	Plumbing Trim-out-Exterior North Elevation	2	01-May-25	02-May-25
89	7710-BE-EXN	Gutters & Downspouts Install-Exterior North Elevation	3	01-May-25	05-May-25
90	16090-BE-EXN	Electrical Trim-out-Exterior North Elevation	3	14-May-25	16-May-25
91	KLP-BE-EXN	KL Punch-Exterior North Elevation	3	19-May-25	21-May-25
92	**West Elevation**		29	11-Apr-25	21-May-25
93	8500-BE-EXW	Windows / Caulking-Exterior West Elevation	10	11-Apr-25	24-Apr-25
94	9910-BE-EXW	Stucco-Exterior West Elevation	5	25-Apr-25	01-May-25
95	8515-BE-EXW	Doors / Hardware-Exterior West Elevation	2	30-Apr-25	01-May-25
96	9900-BE-EXW	Paint-Exterior West Elevation	4	02-May-25	07-May-25
97	15000-BE-EXW	Plumbing Trim-out-Exterior West Elevation	2	08-May-25	09-May-25
98	7710-BE-EXW	Gutters & Downspouts Install-Exterior West Elevation	3	08-May-25	12-May-25
99	16090-BE-EXW	Electrical Trim-out-Exterior West Elevation	3	14-May-25	16-May-25
100	KLP-BE-EXW	KL Punch-Exterior West Elevation	3	19-May-25	21-May-25
101	**Interior Buildout**		111	25-Apr-25	01-Oct-25
102	**1st Floor**		86	25-Apr-25	26-Aug-25
103	**Rough-ins**		30	25-Apr-25	06-Jun-25
104	9220-BE-1FL	Frame Metal Partitions and Furred Walls-Interior Buildout-1FL	10	25-Apr-25	08-May-25
105	15210-BE-1FL	Wall MEP Rough-ins-Interior Buildout-1FL	15	02-May-25	22-May-25
106	16000-BE-1FL	OH Rough Electrical-Interior Buildout-1FL	10	09-May-25	22-May-25

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Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)

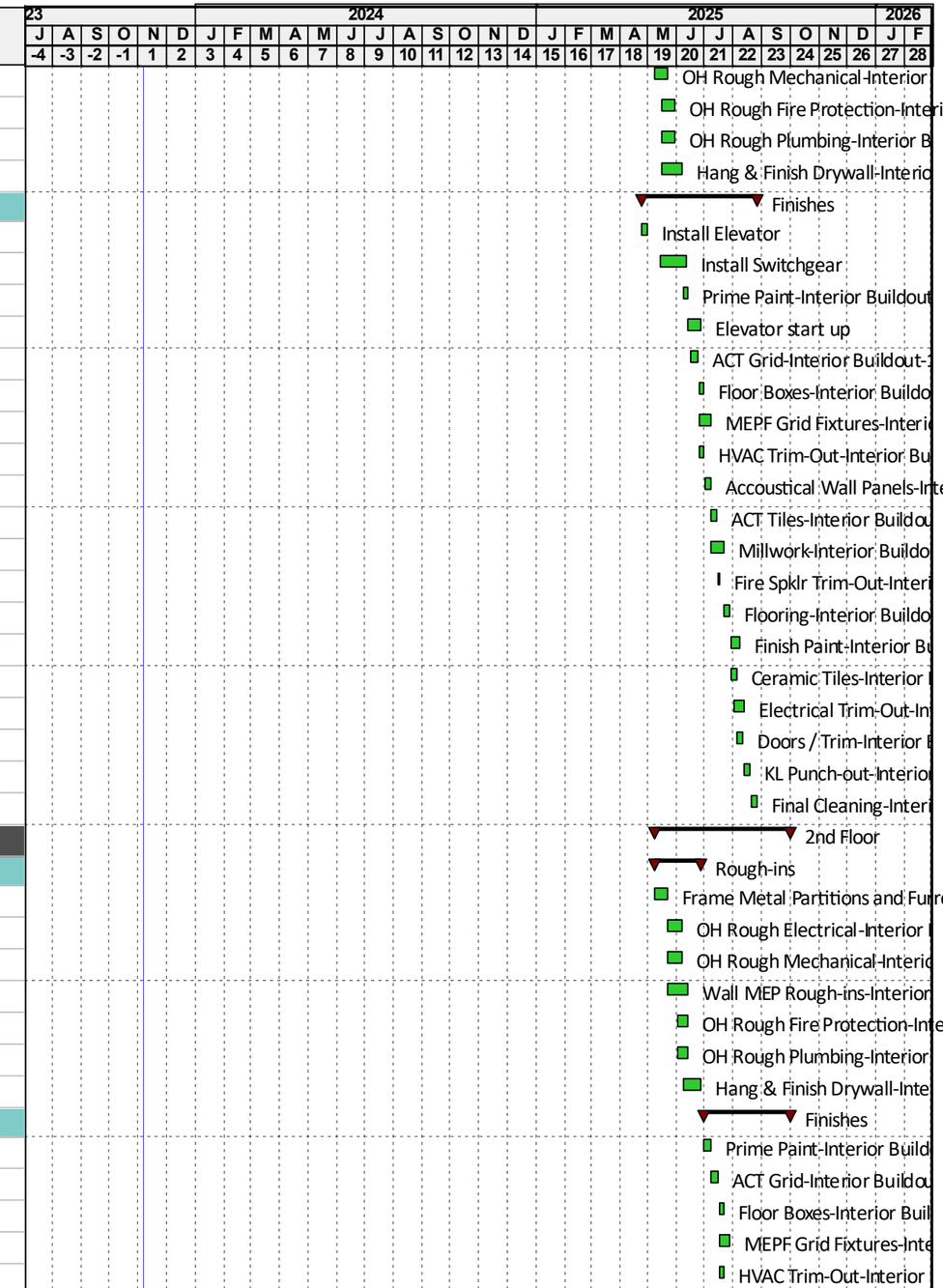
PSPDB-1-2

Data Date: 06-Nov-23

Run Date: 15-Jul-24

1.KL_Layout Colors

#	Activity ID	Activity Name	Original Duration	Start	Finish
107	15500-BE-1FL	OH Rough Mechanical-Interior Buildout-1FL	10	09-May-25	22-May-25
108	15000-BE-1FL	OH Rough Fire Protection-Interior Buildout-1FL	10	16-May-25	30-May-25
109	15310-BE-1FL	OH Rough Plumbing-Interior Buildout-1FL	10	16-May-25	30-May-25
110	9210-BE-1FL	Hang & Finish Drywall-Interior Buildout-1FL	15	16-May-25	06-Jun-25
111	**Finishes**		86	25-Apr-25	26-Aug-25
112	8110-BE10	Install Elevator	5	25-Apr-25	01-May-25
113	16620-BE	Install Switchgear	20	14-May-25	11-Jun-25
114	9900-BE-1FL	Prime Paint-Interior Buildout-1FL	5	09-Jun-25	13-Jun-25
115	8110-BE	Elevator start up	10	13-Jun-25	26-Jun-25
116	9500-BE-1FL	ACT Grid-Interior Buildout-1FL	7	16-Jun-25	24-Jun-25
117	9400-BE-1FL	Floor Boxes-Interior Buildout-1FL	4	25-Jun-25	30-Jun-25
118	16060-BE-1FL	MEPF Grid Fixtures-Interior Buildout-1FL	8	25-Jun-25	07-Jul-25
119	15550-BE-1FL	HVAC Trim-Out-Interior Buildout-1FL	4	25-Jun-25	30-Jun-25
120	9410-BE-1FL	Accoustical Wall Panels-Interior Buildout-1FL	5	01-Jul-25	08-Jul-25
121	9510-BE-1FL	ACT Tiles-Interior Buildout-1FL	5	08-Jul-25	14-Jul-25
122	8800-BE-1FL	Millwork-Interior Buildout-1FL	10	08-Jul-25	21-Jul-25
123	15750-BE-1FL	Fire Spklr Trim-Out-Interior Buildout-1FL	3	15-Jul-25	17-Jul-25
124	9600-BE-1FL	Flooring-Interior Buildout-1FL	5	22-Jul-25	28-Jul-25
125	9910-BE-1FL	Finish Paint-Interior Buildout-1FL	8	29-Jul-25	07-Aug-25
126	9610-BE-1FL	Ceramic Tiles-Interior Buildout-1FL	5	29-Jul-25	04-Aug-25
127	16050-BE-1FL	Electrical Trim-Out-Interior Buildout-1FL	8	01-Aug-25	12-Aug-25
128	8000-BE-1FL	Doors / Trim-Interior Buildout-1FL	5	05-Aug-25	11-Aug-25
129	KLP-BE-1FL	KL Punch-out-Interior Buildout-1FL	5	13-Aug-25	19-Aug-25
130	FCln-BE-1FL	Final Cleaning-Interior Buildout-1FL	5	20-Aug-25	26-Aug-25
131	**2nd Floor**		101	09-May-25	01-Oct-25
132	**Rough-ins**		35	09-May-25	27-Jun-25
133	9220-BE-2FL	Frame Metal Partitions and Furred Walls-Interior Buildout-2FL	10	09-May-25	22-May-25
134	16000-BE-2FL	OH Rough Electrical-Interior Buildout-2FL	10	23-May-25	06-Jun-25
135	15500-BE-2FL	OH Rough Mechanical-Interior Buildout-2FL	10	23-May-25	06-Jun-25
136	15210-BE-2FL	Wall MEP Rough-ins-Interior Buildout-2FL	15	23-May-25	13-Jun-25
137	15000-BE-2FL	OH Rough Fire Protection-Interior Buildout-2FL	10	02-Jun-25	13-Jun-25
138	15310-BE-2FL	OH Rough Plumbing-Interior Buildout-2FL	10	02-Jun-25	13-Jun-25
139	9210-BE-2FL	Hang & Finish Drywall-Interior Buildout-2FL	15	09-Jun-25	27-Jun-25
140	**Finishes**		66	30-Jun-25	01-Oct-25
141	9900-BE-2FL	Prime Paint-Interior Buildout-2FL	5	30-Jun-25	07-Jul-25
142	9500-BE-2FL	ACT Grid-Interior Buildout-2FL	7	08-Jul-25	16-Jul-25
143	9400-BE-2FL	Floor Boxes-Interior Buildout-2FL	4	17-Jul-25	22-Jul-25
144	16060-BE-2FL	MEPF Grid Fixtures-Interior Buildout-2FL	8	17-Jul-25	28-Jul-25
145	15550-BE-2FL	HVAC Trim-Out-Interior Buildout-2FL	4	17-Jul-25	22-Jul-25



Remaining Level of Effort
Actual Level of Effort
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Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)

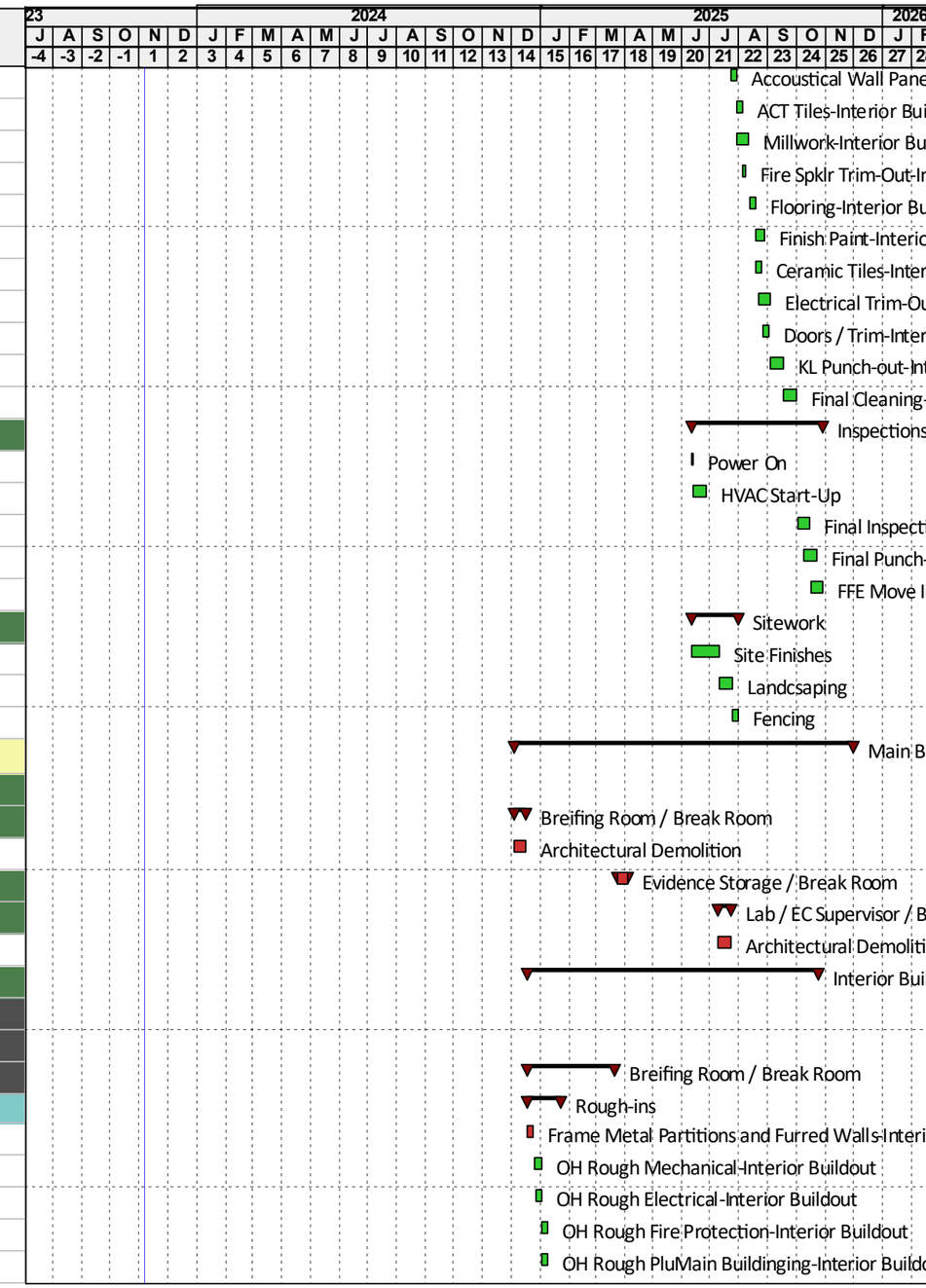
PSPDB-1-2

Data Date: 06-Nov-23

Run Date: 15-Jul-24

1.KL_Layout Colors

#	Activity ID	Activity Name	Original Duration	Start	Finish
146	9410-BE-2FL	Accoustical Wall Panels-Interior Buildout-2FL	5	23-Jul-25	29-Jul-25
147	9510-BE-2FL	ACT Tiles-Interior Buildout-2FL	5	29-Jul-25	04-Aug-25
148	8800-BE-2FL	Millwork-Interior Buildout-2FL	10	29-Jul-25	11-Aug-25
149	15750-BE-2FL	Fire Spklr Trim-Out-Interior Buildout-2FL	3	05-Aug-25	07-Aug-25
150	9600-BE-2FL	Flooring-Interior Buildout-2FL	5	12-Aug-25	18-Aug-25
151	9910-BE-2FL	Finish Paint-Interior Buildout-2FL	8	19-Aug-25	28-Aug-25
152	9610-BE-2FL	Ceramic Tiles-Interior Buildout-2FL	5	19-Aug-25	25-Aug-25
153	16050-BE-2FL	Electrical Trim-Out-Interior Buildout-2FL	8	22-Aug-25	03-Sep-25
154	8000-BE-2FL	Doors / Trim-Interior Buildout-2FL	5	26-Aug-25	02-Sep-25
155	KLP-BE-2FL	KL Punch-out-Interior Buildout-2FL	10	04-Sep-25	17-Sep-25
156	FCln-BE-2FL	Final Cleaning-Interior Buildout-2FL	10	18-Sep-25	01-Oct-25
157	**Inspections**		98	12-Jun-25	29-Oct-25
158	PW	Power On	1	12-Jun-25	12-Jun-25
159	AC	HVAC Start-Up	10	13-Jun-25	26-Jun-25
160	FI-BE	Final Inspections-Building Expansion	10	02-Oct-25	15-Oct-25
161	FPUNCH-BE	Final Punch-Building Expansion	10	09-Oct-25	22-Oct-25
162	FFE-BE	FFE Move In-Building Expansion	10	16-Oct-25	29-Oct-25
163	**Sitework**		35	12-Jun-25	31-Jul-25
164	2810	Site Finishes	20	12-Jun-25	10-Jul-25
165	2800	Landcsaping	10	11-Jul-25	24-Jul-25
166	2820	Fencing	5	25-Jul-25	31-Jul-25
167	**Main Building Renovation**		253	04-Dec-24	01-Dec-25
168	**Architectural Demolition**		0		
169	**Breifing Room / Break Room**		10	04-Dec-24	17-Dec-24
170	2000-MB10	Architectural Demolition	10	04-Dec-24	17-Dec-24
171	**Evidence Storage / Break Room**		10	24-Mar-25	04-Apr-25
172	**Lab / EC Supervisor / Break Room**		10	10-Jul-25	23-Jul-25
173	2000-MB20	Architectural Demolition-Main Building	10	10-Jul-25	23-Jul-25
174	**Interior Buildout**		218	18-Dec-24	24-Oct-25
175	**Rough-ins**		0		
176	**Finishes**		0		
177	**Breifing Room / Break Room**		66	18-Dec-24	21-Mar-25
178	**Rough-ins**		25	18-Dec-24	23-Jan-25
179	9220-MB10	Frame Metal Partitions and Furred Walls-Interior Buildout	5	18-Dec-24	24-Dec-24
180	15500-MB10	OH Rough Mechanical-Interior Buildout	5	26-Dec-24	02-Jan-25
181	16000-MB10	OH Rough Electrical-Interior Buildout	5	27-Dec-24	03-Jan-25
182	15000-MB10	OH Rough Fire Protection-Interior Buildout	5	03-Jan-25	09-Jan-25
183	15310-MB10	OH Rough PluMain Buildinging-Interior Buildout	5	03-Jan-25	09-Jan-25



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)

PSPDB-1-2

Data Date: 06-Nov-23

Run Date: 15-Jul-24

1.KL_Layout Colors

#	Activity ID	Activity Name	Original Duration	Start	Finish
184	15210-MB10	Wall MEP Rough-ins-Interior Buildout	3	07-Jan-25	09-Jan-25
185	9210-MB10	Hang & Finish Drywall-Interior Buildout	10	10-Jan-25	23-Jan-25
186	**Finishes**		41	24-Jan-25	21-Mar-25
187	9900-MB10	Prime Paint-Interior Buildout-Main Building	3	24-Jan-25	28-Jan-25
188	9500-MB10	ACT Grid-Interior Buildout-Main Building	3	29-Jan-25	31-Jan-25
189	16060-MB10	MEPF Grid Fixtures-Interior Buildout-Main Building	3	03-Feb-25	05-Feb-25
190	15750-MB10	Fire Spklr Trim-Out-Interior Buildout-Main Building	3	06-Feb-25	10-Feb-25
191	8800-MB10	Millwork-Interior Buildout-Main Building	5	06-Feb-25	12-Feb-25
192	9510-MB10	ACT Tiles-Interior Buildout-Main Building	5	11-Feb-25	17-Feb-25
193	9600-MB10	Flooring-Interior Buildout-Main Building	2	13-Feb-25	14-Feb-25
194	8000-MB10	Doors / Trim-Interior Buildout-Main Building	5	17-Feb-25	21-Feb-25
195	9910-MB10	Finish Paint-Interior Buildout-Main Building	3	17-Feb-25	19-Feb-25
196	16050-MB10	Electrical Trim-Out-Interior Buildout-Main Building	2	20-Feb-25	21-Feb-25
197	15550-MB10	HVAC Trim-Out-Interior Buildout-Main Building	2	20-Feb-25	21-Feb-25
198	KLP-MB10	KL Punch-out-Interior Buildout-Main Building	5	24-Feb-25	28-Feb-25
199	FCln-MB10	Final Cleaning-Interior Buildout-Main Building	5	03-Mar-25	07-Mar-25
200	FCln-MB50	Owner Move-in	10	10-Mar-25	21-Mar-25
201	**Evidence Storage / Fitness**		66	07-Apr-25	09-Jul-25
202	**Rough-ins**		25	07-Apr-25	09-May-25
203	9220-MB20	Frame Metal Partitions and Furred Walls-Interior Buildout	5	07-Apr-25	11-Apr-25
204	15500-MB20	OH Rough Mechanical-Interior Buildout	5	14-Apr-25	18-Apr-25
205	16000-MB20	OH Rough Electrical-Interior Buildout	5	15-Apr-25	21-Apr-25
206	15000-MB20	OH Rough Fire Protection-Interior Buildout	5	21-Apr-25	25-Apr-25
207	15310-MB20	OH Rough PluMain Buildinging-Interior Buildout	5	21-Apr-25	25-Apr-25
208	15210-MB20	Wall MEP Rough-ins-Interior Buildout	3	23-Apr-25	25-Apr-25
209	9210-MB20	Hang & Finish Drywall-Interior Buildout	10	28-Apr-25	09-May-25
210	**Finishes**		41	12-May-25	09-Jul-25
211	9900-MB20	Prime Paint-Interior Buildout-Main Building	3	12-May-25	14-May-25
212	9500-MB20	ACT Grid-Interior Buildout-Main Building	3	15-May-25	19-May-25
213	16060-MB20	MEPF Grid Fixtures-Interior Buildout-Main Building	3	20-May-25	22-May-25
214	15750-MB20	Fire Spklr Trim-Out-Interior Buildout-Main Building	3	23-May-25	28-May-25
215	8800-MB20	Millwork-Interior Buildout-Main Building	5	23-May-25	30-May-25
216	9510-MB20	ACT Tiles-Interior Buildout-Main Building	5	29-May-25	04-Jun-25
217	9600-MB20	Flooring-Interior Buildout-Main Building	2	02-Jun-25	03-Jun-25
218	8000-MB20	Doors / Trim-Interior Buildout-Main Building	5	04-Jun-25	10-Jun-25
219	9910-MB20	Finish Paint-Interior Buildout-Main Building	3	04-Jun-25	06-Jun-25
220	16050-MB20	Electrical Trim-Out-Interior Buildout-Main Building	2	09-Jun-25	10-Jun-25
221	15550-MB20	HVAC Trim-Out-Interior Buildout-Main Building	2	09-Jun-25	10-Jun-25
222	KLP-MB20	KL Punch-out-Interior Buildout-Main Building	5	11-Jun-25	17-Jun-25

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

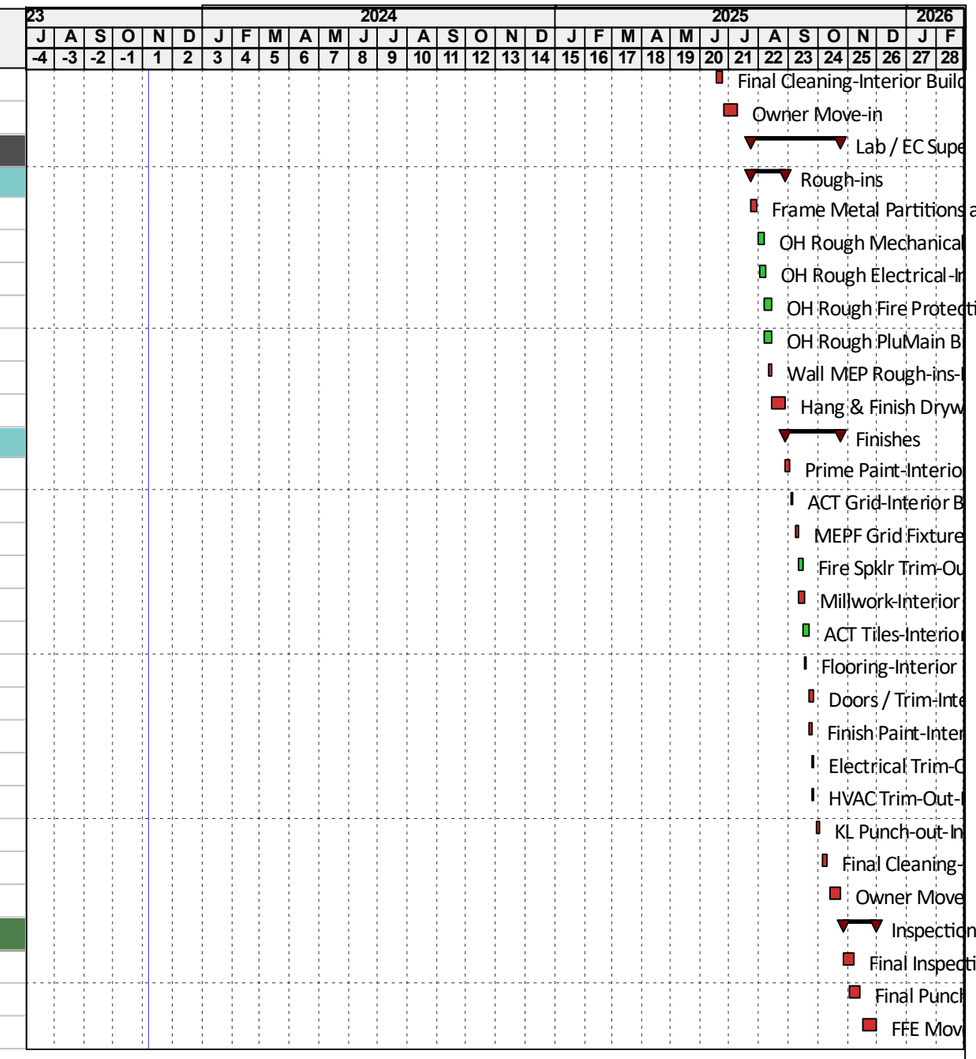
Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)

PSPDB-1-2

Data Date: 06-Nov-23
Run Date: 15-Jul-24

1.KL_Layout Colors

#	Activity ID	Activity Name	Original Duration	Start	Finish
223	FCln-MB60	Final Cleaning-Interior Buildout-Main Building	5	18-Jun-25	24-Jun-25
224	FCln-MB70	Owner Move-in	10	25-Jun-25	09-Jul-25
225	**Lab / EC Supervisior / Break Room**		66	24-Jul-25	24-Oct-25
226	**Rough-ins**		25	24-Jul-25	27-Aug-25
227	9220-MB30	Frame Metal Partitions and Furred Walls-Interior Buildout	5	24-Jul-25	30-Jul-25
228	15500-MB30	OH Rough Mechanical-Interior Buildout	5	31-Jul-25	06-Aug-25
229	16000-MB30	OH Rough Electrical-Interior Buildout	5	01-Aug-25	07-Aug-25
230	15000-MB30	OH Rough Fire Protection-Interior Buildout	5	07-Aug-25	13-Aug-25
231	15310-MB30	OH Rough PluMain Buildinging-Interior Buildout	5	07-Aug-25	13-Aug-25
232	15210-MB30	Wall MEP Rough-ins-Interior Buildout	3	11-Aug-25	13-Aug-25
233	9210-MB30	Hang & Finish Drywall-Interior Buildout	10	14-Aug-25	27-Aug-25
234	**Finishes**		41	28-Aug-25	24-Oct-25
235	9900-MB30	Prime Paint-Interior Buildout-Main Building	3	28-Aug-25	02-Sep-25
236	9500-MB30	ACT Grid-Interior Buildout-Main Building	3	03-Sep-25	05-Sep-25
237	16060-MB30	MEPF Grid Fixtures-Interior Buildout-Main Building	3	08-Sep-25	10-Sep-25
238	15750-MB30	Fire Spklr Trim-Out-Interior Buildout-Main Building	3	11-Sep-25	15-Sep-25
239	8800-MB30	Millwork-Interior Buildout-Main Building	5	11-Sep-25	17-Sep-25
240	9510-MB30	ACT Tiles-Interior Buildout-Main Building	5	16-Sep-25	22-Sep-25
241	9600-MB30	Flooring-Interior Buildout-Main Building	2	18-Sep-25	19-Sep-25
242	8000-MB30	Doors / Trim-Interior Buildout-Main Building	5	22-Sep-25	26-Sep-25
243	9910-MB30	Finish Paint-Interior Buildout-Main Building	3	22-Sep-25	24-Sep-25
244	16050-MB30	Electrical Trim-Out-Interior Buildout-Main Building	2	25-Sep-25	26-Sep-25
245	15550-MB30	HVAC Trim-Out-Interior Buildout-Main Building	2	25-Sep-25	26-Sep-25
246	KLP-MB30	KL Punch-out-Interior Buildout-Main Building	5	29-Sep-25	03-Oct-25
247	FCln-MB80	Final Cleaning-Interior Buildout-Main Building	5	06-Oct-25	10-Oct-25
248	FCln-MB90	Owner Move-in	10	13-Oct-25	24-Oct-25
249	**Inspections**		25	27-Oct-25	01-Dec-25
250	FI-MB	Final Inspections-Main Building	10	27-Oct-25	07-Nov-25
251	FPUNCH-MB	Final Punch-Main Building	10	03-Nov-25	14-Nov-25
252	FFE-MB	FFE Move In-Main Building	10	17-Nov-25	01-Dec-25



Remaining Level of Effort
Actual Level of Effort
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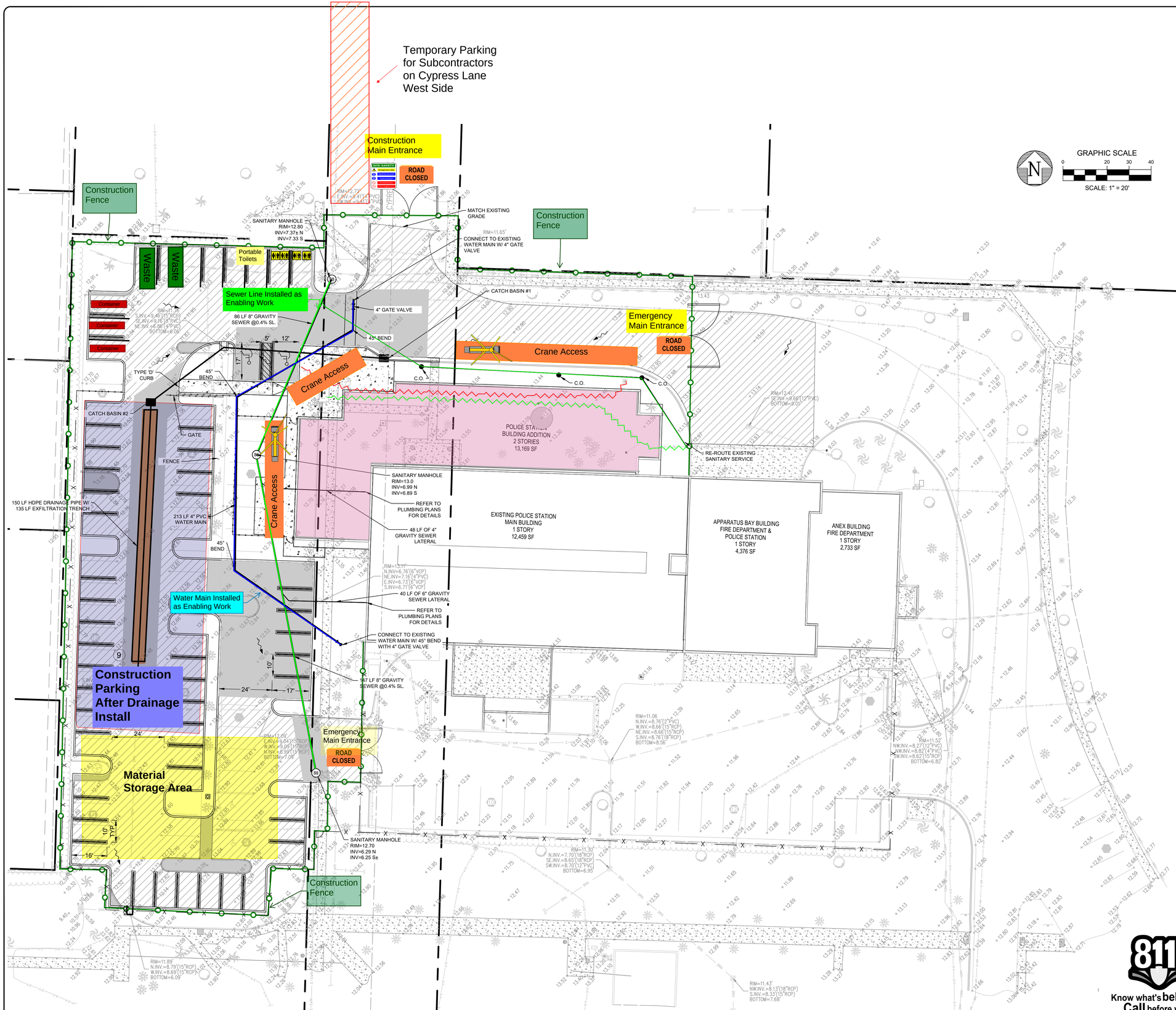
Palm Springs Police Dept Expansion_Prelim GMP Schedule_5.28.24 (ae 7.15.2024)

PSPDB-1-2

Data Date: 06-Nov-23
Run Date: 15-Jul-24

1.KL_Layout Colors

SITE LOGISTICS PLAN



EXISTING ENGINEERING LEGEND:

- EASEMENT
- EXISTING FORCEMAIN
- EXISTING DRAINAGE
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- RIGHT-OF-WAY

PROPOSED ENGINEERING LEGEND:

- ASPHALT PAVEMENT
- MILL AND RESURFACE ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- DRAINAGE MANHOLE
- DRAINAGE FLOW DIRECTION

GENERAL NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND REFERENCE THE FOLLOWING BENCHMARK:

   SOURCE BENCHMARK:
   NAME: FH 14
   STAMPED: FH 14 ELEVATION=17.553' NAVD 88

2. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
3. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP INC. DATED 03/25/22

ADAM SWANNEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANNEY, 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.

811 Know what's below. Call before you dig.

DD SET
NOVEMBER 2022

NO.	DATE	REMARKS	BY

REVISIONS

©COPYRIGHT 2022 BY ENGENUITY GROUP, INC. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, UNLESS SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER REPRESENTING ENGENUITY GROUP, INC.

ADAM SWANNEY, P.E.
NO. 72235

PALM SPRINGS POLICE DEPARTMENT BLDG
230 CYPRESS LN
PALM SPRINGS, FL
PRELIMINARY ENGINEERING PLAN

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
1289 N. CONGRESS AVE., SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH. (561) 641-1733 FAX (561) 242-9390
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

DATE	NOV 9, 2022
DRAWN	KG
PROJECT ENGINEER	AS
PROJECT MANAGER	AS
CHECKED	AS

SHEET NO. 3 / 5

JOB NO. 21162.02

J:\land projects\2021\02.02 palm springs police department bldg\DWG\21162.02 Eng.dwg DATE: 11/9/2022 2:42 PM

PLOT: 11/9/2022 2:44:09 PM

KAUFMAN LYNN CONSTRUCTION, INC.

3185 SOUTH CONGRESS AVENUE | DELRAY BEACH, FL 33445

KaufmanLynn.com

KAUFMAN LYNN
CONSTRUCTION

VILLAGE OF PALM SPRINGS
PUBLIC CONSTRUCTION BOND
(Pursuant to sec. 255.05, Florida Statutes)

Surety Bond No. _____

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

CONTRACTOR:
Name:
[Principal Business Address]

Telephone Number:

SURETY:
Name:
[Principal Business Address]

Telephone Number:

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

CONTRACT:
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:

This Bond is issued in favor of the Village of Palm Springs, as Owner and Obligee ("Village"), conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project Task Order No. 269 with the Village for the project titled "Police Department Building Expansion Project" ("Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits, and incorporated documents (hereinafter, collectively, the "Contract Documents") is incorporated by reference and made a part hereof in its entirety.

2. Principal and Surety are bound to the Village in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with Section 255.05, Florida Statutes, promptly makes payments to all claimants, as defined in Section 255.05, 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 Documents; and

c. Pays Village all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that the Village sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond and Surety waives notice of such changes. Any increase in the total Contract amount as authorized by the Village shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all changes to the Contract amount.

5. Principal and Surety expressly acknowledge and agree to be bound by all terms and conditions of the Contract Documents related to liquidated, delay, and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents. The Surety waives all rights against Village and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Village for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Village as fiduciary (if any). Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

6. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. 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), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

7. Any action brought under this instrument shall be brought exclusively in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 20__.

_____	_____
Witness	Principal
	_____
	Title
	(Corporate Seal)
_____	_____
Witness	Surety
	_____
	Attorney-in-Fact (Attach Power of Attorney)
	_____
	Print Name
	(Corporate Seal)

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee, and warranty periods, and be authorized to transact business in the State of Florida.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED.

FORM OF GUARANTEE

Guarantee for **Kaufman Lynn Construction, Inc.** and _____ [surety name].

We, the undersigned, hereby guarantee that the Village of Palm Springs Police Department Building Expansion Project (Task Order # 269), Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in workmanship or materials within one year from the date of Substantial Completion of all of the above named work for the Village of Palm Springs, Florida, without any expense whatsoever to the Village of Palm Springs, ordinary wear and tear and unusual abuse or neglect excepted by the Village. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence correction of defective work within five (5) working days after being notified by the Village of Palm Springs, Florida, we, collectively or separately, do hereby authorize the Village of Palm Springs to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED_____ [Date to be filled in at Substantial Completion]

SEAL AND NOTARIAL ACKNOWLEDGEMENT
OF SURETY:

Kaufman Lynn Construction, Inc.

By:_____
Print Name:_____
Print Title:_____

Surety: _____

By: _____
Print Name:_____
Print Title:_____